

INTERCONNECTION AGREEMENT

Dated as of August 30, 2001

by and between

**VERIZON NEW ENGLAND INC.,
d/b/a VERIZON MAINE**

and

**RNK, INC.
d/b/a
RNK TELECOM**

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LIST OF EXHIBITS

Exhibit A	Verizon – Maine and RNK, Inc. d/b/a RNK Telecom Pricing Schedule / Detailed Schedule of Itemized Charges
Exhibit B	Network Element Bona Fide Request
Exhibit C	Operations Support Systems (OSS)

INTERCONNECTION AGREEMENT

This Interconnection Agreement ("Agreement") is effective as of the 30th day of August 2001 (the "Effective Date"), by and between Verizon New England Inc., d/b/a Verizon Maine, a New York corporation ("Verizon") with offices at 185 Franklin Street, Boston, MA 02110 and RNK, Inc. d/b/a RNK Telecom ("RNK"), a Massachusetts corporation with offices at 333 Elm Street, Dedham, MA 02026.

WHEREAS Verizon and RNK (each a "Party" and collectively the "Parties") want to interconnect their networks at mutually agreed upon points of interconnection to provide Telephone Exchange Services, Switched Exchange Access Services, and other Telecommunications Services (all as defined below) to their respective Customers;

WHEREAS Sections 251, 252, and 271 of the Communications Act of 1934 as amended by the Telecommunications Act of 1996 (the "Act") have specific requirements for Interconnection, unbundled Network Elements, and resale service, and the Parties intend that this Agreement meet these requirements, including the requirements in Section 271 commonly referred to as the "Checklist"; and

WHEREAS the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will interconnect their networks and provide other services as required by the Act.

WHEREAS, RNK has previously adopted certain terms of the Interconnection Agreement between Verizon and Cox Communications, d/b/a Cox Rhode Island Telecomm II ("Cox") pursuant to paragraph 32 of the BA/GTE Merger Conditions ("Merger Conditions"), released by the FCC on June 16, 2000 in CC Docket No. 98-184 (the adopted terms of the Cox agreement shall be referred to as the "Terms");

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RNK and Verizon hereby agree as follows:

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1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1. All capitalized terms used but not defined herein shall have the meanings set forth in the Act.

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. § 151 et. seq.), as from time to time amended (including, without limitation by the Telecommunications Act of 1996), and interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.2 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology on twisted pair copper Loop plant, which transmits an asymmetrical digital signal of up to 6 Mbps to the Customer and up to 640 kbps from the Customer, as specified in ANSI standards T1.413-1998 and Verizon Technical Reference TR-72575.

1.3 “Agreement” means this Interconnection Agreement, including all Exhibits, Schedules, addenda and attachments referenced herein and/or appended hereto.

1.4 “Ancillary Traffic” means all traffic that is destined for ancillary services, or that may have special billing requirements, including but not limited to the following: BLI/BLVI Directory Assistance, 911/E911, Operator Services (IntraLATA call completion), IntraLATA third party, collect and calling card, 800/888 database query, LIDB, and Voice Information Services Traffic as described in Section 7 of the Terms.

1.5 “ANI” or “Automatic Number Identification” means a signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

1.6 “Applicable Law” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

1.7 “As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.8 “BFR” or “Bona Fide Request” means the process described in Exhibit B that prescribes the terms and conditions relating to a Party’s request that the other Party provide an unbundled Network Element for which a request process is not otherwise described in this Agreement.

1.9 “Busy Line Verification” or “BLV” means an operator request for a status check on the line of a called party. The request is made by one Party’s operator to an operator of the other Party. The verification of the status check is provided to the requesting operator.

1.10 “Busy Line Verification and Interrupt” or “BLVI” means a service that may be requested and provided when BLV has determined that a line is busy due to an ongoing call. BLVI is an operator interruption of that ongoing call to inform the called party that a calling party is seeking to complete his or her call to the called party.

1.11 “CCS” or “Common Channel Signaling” means a method of transmitting call set-up and network control data over a digital signaling network separate from the public switched telephone network facilities that carry the actual voice or data content of the call. “SS7” means the common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (“CCITT”) and the American National Standards Institute (“ANSI”). Verizon and RNK currently utilize this out-of-band signaling protocol. “CCSAC” or “CCSAS” means the Common Channel Signaling access connection or access service, respectively, which connects one Party’s signaling point of Interconnection (“SPOI”) to the other Party’s Signaling Transfer Point for the exchange of SS7 messages.

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1.12 “Central Office” means a local switching system for connecting lines to lines, lines to trunks, or trunks to trunks for the purpose of originating/terminating calls over the public switched telephone network. A single Central Office may handle several Central Office codes (“NXX”). Sometimes this term is used to refer to a telephone company building in which switching system and telephone equipment are installed.

1.13 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to an End Office Switch or a Tandem Switch. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.14 “CLASS Features” means certain CCS-based features available to Customers including, but not limited to: Automatic Call Back; Call Trace; Caller Identification; and, future CCS-based offerings.

1.15 “Collocation” means an arrangement in which the equipment of one Party (the “Collocating Party”) is installed and maintained at the premises of the second Party (the “Housing Party”) for the purpose of Interconnection with or access to the unbundled Network Elements of the Housing Party.

1.16 “Commission” means the Maine Public Utilities Commission.

1.17 “CLEC” or “Competitive Local Exchange Carrier” means any Local Exchange Carrier other than Verizon that is operating as such in Verizon’s certificated territory in Maine. RNK is or will shortly become a CLEC.

1.18 “CPN” or “Calling Party Number” is a Common Channel Signaling (“CCS”) parameter which identifies the calling party’s telephone number.

1.19 “Cross Connection” means a jumper cable or similar connection, provided in connection with a Collocation arrangement at the digital signal cross connect, Main Distribution Frame or other suitable frame or panel between (i) the Collocating Party’s equipment and (ii) the equipment or facilities of the Housing Party.

1.20 “Customer” means a third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties, *provided, however*, that the term “Customer” does not include a Party.

1.21 “Digital Signal Level” means one of several transmission rates in the time-division multiplex hierarchy.

1.22 “Digital Signal Level 0” or “DS0” means the 64 kbps zero-level signal in the time-division multiplex hierarchy.

1.23 “Digital Signal Level 1” or “DS1” means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy

1.24 “Digital Signal Level 3” or “DS3” means the 44.736 Mbps third-level in the time-division multiplex hierarchy.

1.25 “End Office Switch” or “End Office” is a switching entity that is used to terminate Customer station Loops for the purpose of interconnection to each other and to trunks.

1.26 “End Point Fiber Meet” (“EPFM”) means an interconnection architecture whereby the Parties’ transmission facilities meet at a mutually agreed-upon Point of Interconnection (“POI”) limited by technical feasibility and the availability of facilities. EPFM is a mutually negotiated network

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interconnection option available as an alternative physical transport architecture under this Agreement for the purpose of exchanging Reciprocal Compensation Traffic, Measured Internet Traffic and IntraLATA Toll Traffic. EPFM is the optical fiber connection installed between RNK's and Verizon's networks and includes two fiber distribution frames (FDF). Verizon provides both FDFs - one at each Party's site and builds and controls the facilities to RNK's IP location. Each Party installs and maintains one Add Drop Multiplexer (ADM) at each end of the EPFM. Under an EPFM arrangement, the FDF is the mutual POI at the RNK Interconnection Point ("IP").

1.27 "Entrance Facility" means the facility between a Party's designated premises and the Central Office serving that designated premises.

1.28 "Exchange Message Interface" or "EMI" means the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in document SR-320 published by the Alliance for Telecom Industry Solutions.

1.29 Extended Local Calling Scope Arrangement means an arrangement that provides a Customer a local calling scope (Extended Area Service, "EAS"), outside of the Customer's basic exchange serving area. Extended Local Calling Scope Arrangements may be either optional or non-optional. "Optional Extended Local Calling Scope Arrangement Traffic" is traffic that under an optional Extended Local Calling Scope Arrangement chosen by the Customer terminates outside of the Customer's basic exchange serving area.

1.30 "FCC" means the Federal Communications Commission.

1.31 FCC Internet Order means the Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, (adopted April 18, 2001).

1.32 "FCC Regulations" means the regulations duly and lawfully promulgated by the FCC, as in effect from time to time.

1.33 "HDSL" or "High-Bit Rate Digital Subscriber Line" means a transmission technology which transmits up to a DS1 - level signal, using any one of the following line codes: 2 Binary / 1 Quaternary ("2B1Q"), Carrierless AM/PM, Discrete Multitone ("DMT"), or 3 Binary/1 Octal ("3BO").

1.34 "Independent Telephone Company" or "ITC" means any entity other than Verizon which, with respect to its operations within Maine, is an Incumbent Local Exchange Carrier.

1.35 "Inside Wire" or "Inside Wiring" means all wire, cable, terminals, hardware, and other equipment or materials on the Customer's side of the Rate Demarcation Point.

1.36 "Integrated Digital Loop Carrier" or "IDLC" means a subscriber Loop carrier system which integrates within the switch at a DS1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal.

1.37 "Integrated Services Digital Network" or "ISDN" means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN ("BRI-ISDN") provides for digital transmission of two 64 kbps bearer channels and one 16 kbps data and signaling channel (2B+D). Primary Rate Interface-ISDN ("PRI-ISDN") provides for digital transmission of twenty three (23) 64 kbps bearer channels and one (1) 64 kbps data and signaling channel (23 B+D).

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1.38 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA and/or intraLATA Telephone Toll Services.

1.39 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

1.40 IntraLATA. Telecommunications services that originate and terminate at a point within the same LATA.

1.41 "IP" or "Interconnection Point", for Reciprocal Compensation Traffic, means the point at which a Party who receives Reciprocal Compensation Traffic from the other Party assesses Reciprocal Compensation charges for the further transport and termination of that Reciprocal Compensation Traffic.

1.42 "Line Sharing" is an arrangement by which Verizon facilitates RNK's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to RNK, solely for RNK's own use, the frequency range above the voice band on the same copper Loop required by RNK to provide such services. This Agreement addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either RNK's position that line sharing may occur on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable or Verizon's position that line sharing can only occur over copper loops or copper sub-loops."

1.43 "Line Side" means an End Office Switch connection that provides transmission, switching and optional features suitable for Customer connection to the public switched network, including loop start supervision, ground start supervision, and signaling for BRI-ISDN service.

1.44 "Loop" means a transmission path that extends from a Main Distribution Frame, DSX-panel, or functionally comparable piece of equipment in the Customer's serving End Office to the Rate Demarcation Point (or Network Interface Device ("NID") if installed) in or at the Customer's premises. The actual transmission facilities used to provide a Loop may utilize any of several technologies.

1.45 "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.46 "Main Distribution Frame" or "MDF" generally means the primary point at which outside plant facilities terminate within a Wire Center, for Interconnection to other Telecommunications facilities within the Wire Center.

1.47 Measured Internet Traffic means Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic.

1.48 "MECAB" means the Multiple Exchange Carrier Access Billing ("MECAB") document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the

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auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.49 "MECOD" means the Multiple Exchange Carriers Ordering and Design ("MECOD") Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Bellcore as Special Report SR-STIS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.50 "Meet-Point Billing" or "MPB" means an arrangement whereby two or more LECs jointly provide to a third party (*e.g.*, an Interexchange Carrier) the transport element of a Switched Exchange Access Service to one of the LECs' End Office Switches. Each LEC receives an appropriate share of the transport element revenues as defined by their effective Exchange Access Tariffs.

1.51 "Meet-Point Billing Traffic" means traffic that is subject to an effective Meet-Point Billing arrangement.

1.52 Merger Order means the FCC's ORDER "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer of a Submarine Cable Landing License", Memorandum Opinion and Order, FCC CC Docket No. 98-184, FCC 00-221 (June 16, 2000), as modified from time to time.

1.53 "Network Interface Device" or "NID" means the Verizon-provided interface terminating Verizon's telecommunications network on the property where the Customer's service is located at a point determined by Verizon. The NID contains an FCC Part 68 registered jack from which Inside Wire may be connected to Verizon's network.

1.54 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.55 "Numbering Plan Area" or "NPA" is also sometimes referred to as an "area code". There are two general categories of NPAs, "Geographic NPAs" and "Non-Geographic NPAs." A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code," is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 800, 900, 700, 500 and 888 are examples of Non-Geographic NPAs.

1.56 "NXX," "NXX Code," or "End Office Code" means the three digit switch entity indicator (*i.e.* the first three digits of a seven digit telephone number).

1.57 "Ordering and Billing Forum" or "OBF", provides a forum for representatives from the telecommunications industry to identify, discuss and resolve national issues which affect ordering, billing, provisioning, and exchange of information about access service, other connectivity and related matters. The OBF operates under the auspices of the Carrier Liaison Committee (CLC) and follows the CLC guidelines. The CLC is sponsored by the Alliance for Telecommunications Industry Solutions (ATIS).

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1.58 “Permanent Number Portability” or “PNP” means the use of a database or other technical solution that comports with regulations issued by the FCC to provide LTNP (Local Telephone Number Portability) for all customers and service providers.

1.59 “Point of Termination Bay,” or “POT Bay,” means the demarcation point between the respective networks to which the parties may physically connect their respective cables and at which trouble may be isolated and responsibility for repair may be determined. POT Bay terminations are provided with analog/voice frequency, fiber and/or digital capabilities.

1.60 “Port Element” or “Port” means a line card (or equivalent) and associated peripheral equipment on an End Office Switch which interconnects individual Loops or individual Customer trunks with the switching components of an End Office Switch and the associated switching functionality in that End Office Switch. Each Port is typically associated with one (or more) telephone numbers(s) which serves as the Customer’s network address. The Port Element is part of the provision of unbundled local Switching Element.

1.61 “Point of Interconnection” or “POI” means the physical location where the originating Party’s facilities physically interconnect with the terminating Party’s facilities for the purpose of exchanging traffic.

1.62 “Rate Center Area” or “Exchange Area” means the geographic area that has been identified by a given LEC as being associated with a particular NPA -NXX code assigned to the LEC for its provision of Telephone Exchange Services. The Rate Center Area is the exclusive geographic area which the LEC has identified as the area within which it will provide Telephone Exchange Services bearing the particular NPA -NXX designation associated with the specific Rate Center Area.

1.63 “Rate Center Point” means a specific geographic point, defined by a V&H coordinate, located within the Rate Center Area and used to measure distance for the purpose of billing Customers for distance-sensitive Telephone Exchange Services and Toll Traffic.

1.64 “Rate Demarcation Point” means the physical point in a Verizon-provided network facility at which Verizon’s responsibility for maintaining that network facility ends and the Customer’s responsibility for maintaining the remainder of the facility begins, as set forth in Verizon’s applicable Tariffs, if any, or as otherwise prescribed under Applicable Law.

1.65 “Rating Point” or “Routing Point” means a specific geographic point identified by a specific V&H coordinate. The Routing Point is used to route inbound traffic to specified NPA -NXXs and the Rating Point is used to calculate mileage measurements for distance-sensitive transport charges of switched access services. Pursuant to Bellcore Practice BR-795-100-100, the Rating Point may be an End Office location, or a “LEC Consortium Point of Interconnection.” Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (“CLLI”) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The Rating Point/Routing Point must be located within the LATA in which the corresponding NPA -NXX is located. However, the Rating Point/Routing Point associated with each NPA -NXX need not be the same as the corresponding Rate Center Point, nor must it be located within the corresponding Rate Center Area, nor must there be a unique and separate Rating Point corresponding to each unique and separate Rate Center Area.

1.66 “Reciprocal Compensation” means the arrangement for recovering, in accordance with Section 251(b)(5) of the Act, the FCC Internet Order, and other applicable FCC orders and FCC Regulations, costs incurred for the transport and termination of Reciprocal Compensation Traffic originating on one Party’s network and terminating on the other Party’s network (as set forth in Section 5.7).

1.67 Reciprocal Compensation Traffic means Telecommunications traffic originated by a Customer of one Party on that Party’s network and terminated to a Customer of the other Party on that

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other Party's network, except for Telecommunications traffic that is interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access. The determination of whether Telecommunications traffic is Exchange Access or Information Access shall be based upon Verizon's local calling areas. Reciprocal Compensation Traffic does not include: (1) any Internet Traffic; (2) traffic that does not originate and terminate within the same Verizon local calling area as defined by Verizon; (3) Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis; (4) Optional Extended Local Calling Scope Arrangement Traffic; (5) special access, private line, Frame Relay, ATM, or any other traffic that is not switched by the terminating Party; (6) Tandem Transit Traffic; or, (6) Voice Information Service Traffic (as defined in the Terms). For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional Extended Local Calling Scope Arrangement, but does not include a Verizon optional Extended Local Calling Scope Arrangement.

1.68 "Service Control Point" or "SCP" means the node in the Common Channel Signaling network to which informational requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a service switching point ("SSP") and via a Signaling Transfer Point, performs subscriber or application-specific service logic, and then sends instructions back to the SSP on how to continue call processing.

1.69 "Signaling Transfer Point" or "STP" means a specialized switch that provides SS7 network access and performs SS7 message routing and screening.

1.70 "Switched Access Detail Usage Data" means a category 1101XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.72 "Switched Access Summary Usage Data" means a category 1150XX record as defined in the EMI Bellcore Practice BR-010-200-010.

1.74 "Switched Exchange Access Service" means the offering of transmission and switching services for the purpose of the origination or termination of Toll Traffic. Switched Exchange Access Services include but may not be limited to: Feature Group A, Feature Group B, Feature Group D, 700 access, 800 access, 888 access and 900 access.

1.75 "Switching Element" is the unbundled Network Element that provides a CLEC the ability to use switching functionality in a Verizon End Office switch, including all vertical services that are available on that switch, to provide Telephone Exchange Service to its end user Customers(s). The Switching Element is provisioned with a Port Element, which provides Line Side access to the Switching Element.

1.76 Synchronous Optical Network ("SONET") means synchronous electrical (STS) or optical channel (OC) connections between Local Exchange Carriers.

1.77 "Tandem Switch" or "Tandem Office" or "Tandem" is a switching entity that has billing and recording capabilities and is used to connect and switch trunk circuits between and among End Office Switches and between and among End Office Switches and carriers' aggregation points, points of termination, or points of presence and to provide Switched Exchange Access Services.

1.78 "Tandem Transit Traffic" or "Transit Traffic" means Telephone Exchange Service traffic that originates on RNK's network, and is transported through a Verizon Tandem to the Central Office of a CLEC, ITC, Commercial Mobile Radio Service ("CMRS") carrier, or other LEC, that subtends the relevant Verizon Tandem to which RNK delivers such traffic. Pursuant to Section 7 of the Terms, Transit Traffic may also mean Telephone Exchange Service traffic that originates on Verizon's network, and is transported through an RNK Tandem to the Central Office of a CLEC, ITC, CMRS carrier, or other LEC, that subtends the relevant RNK Tandem to which Verizon delivers such traffic. Subtending Central Offices shall be

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determined in accordance with and as identified in the Local Exchange Routing Guide (“LERG”). Switched Exchange Access Service traffic is not Tandem Transit Traffic.

1.79 “Tariff” means any applicable federal or state tariff of a Party, or standard agreement or other document that sets forth the generally available terms and conditions, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include Verizon’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which may have been approved or may be pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f)

1.80 “Technically Feasible Point” is As Described in the Act.

1.81 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Reciprocal Compensation Traffic, Measured Internet Traffic or Ancillary Traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.82 Traffic Factor 1 means, for traffic exchanged via Interconnection trunks, a percentage calculated by dividing the number of minutes of interstate traffic (excluding Measured Internet Traffic) by the total number of minutes of interstate and intrastate traffic. ($\frac{\text{Interstate Traffic Total Minutes of Use} - \{\text{excluding Measured Internet Traffic Total Minutes of Use}\}}{\text{Interstate Traffic Total Minutes of Use} + \text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party’s bills is updated to use the term “Traffic Factor 1,” the term “Traffic Factor 1” may be referred to on the Party’s bills and in billing related communications as “Percent Interstate Usage” or “PIU.”

1.83 Traffic Factor 2 means, for traffic exchanged via Interconnection trunks, a percentage calculated by dividing the combined total number of minutes of Reciprocal Compensation Traffic and Measured Internet Traffic by the total number of minutes of intrastate traffic. ($\frac{\{\text{Reciprocal Compensation Traffic Total Minutes of Use} + \text{Measured Internet Traffic Total Minutes of Use}\}}{\text{Intrastate Traffic Total Minutes of Use}} \times 100$). Until the form of a Party’s bills is updated to use the term “Traffic Factor 2,” the term “Traffic Factor 2” may be referred to on the Party’s bills and in billing related communications as “Percent Local Usage” or “PLU.”

1.84 “Trunk Side” means a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity (*e.g.*, another carrier’s network). Trunk Side connections offer those transmission and signaling features appropriate for the connection of switching entities.

1.85 “V and H Coordinates Method” means a method of computing airline miles between two points by utilizing an established formula which is based on the vertical and horizontal coordinates of the two points.

1.86 “Voice Grade” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital Voice Grade service (a 56/64 kbps channel), the terms “DS-0” or “sub-DS-1” may also be used.

1.87 “Voice Information Services Traffic” means IntraLATA switched voice Traffic which originates on a Telephone Exchange Service line and which is addressed to an information service provided over a Party’s information services platform (*e.g.*, NXX 976).

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1.88 “Wire Center” means a building or portion thereof which serves as a Routing Point for Switched Exchange Access Service. The Wire Center serves as the premises for one or more Central Offices.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits and Schedules shall be deemed to be references to Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Verizon or other third party offerings, guides or practices), statute, regulation, governmental rule or Tariff is to such agreement, instrument, statute, regulation, or governmental rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, governmental rule or Tariff, to any successor provision).

2.2 Each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. Subject to the terms set forth in Section 20 regarding rates and charges, if any provision of this Agreement and an applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in this main body of the Agreement and any Schedule or Exhibit hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of the Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff or in such Tariff but not in this Agreement, shall not be interpreted as, or be deemed grounds for finding, a conflict for purposes of this Section 2.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and pricing under which Verizon and RNK will offer and provide to each other within each LATA in which they operate within Maine: a) Interconnection and access to unbundled Network Elements and ancillary services for their respective use in providing Telephone Exchange Service; b) resale of local Telecommunications Services; and c) services related to a) and b) to the extent required under the Act. As such, this Agreement generally is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the Commission, and the Parties will refrain from requesting any action to change, suspend or otherwise delay implementation of the Agreement.

3.2 The Parties agree that the performance of the terms of this Agreement is intended to satisfy Verizon’s obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Checklist, under Section 271 of the Act.

4.0 INTERCONNECTION AND PHYSICAL ARCHITECTURE

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5.0 TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)

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5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)

5.7.1 Reciprocal Compensation Traffic Interconnection Points

5.7.1.1 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which RNK will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("RNK-IPs") shall be as follows:

5.7.1.1.1 For each LATA in which RNK requests to interconnect with Verizon, except as otherwise agreed by the Parties, RNK shall establish a RNK-IP in each Verizon Local Calling Area (as defined below) where RNK chooses to assign telephone numbers to its Customers. RNK shall establish such RNK-IP consistent with the methods of interconnection and interconnection trunking architectures that it will use pursuant to Section 4 of the Terms and Section 5 of the Terms and this Agreement. For purposes of this Section 5.7.1.1.1, Verizon Local Calling Areas shall be as defined by Verizon and include a non-optional Extended Local Calling Scope Arrangement, but do not include an optional Extended Local Calling Scope Arrangement. If RNK fails to establish IPs in accordance with the preceding sentences of this Section 5.7.1.1.1, (a) Verizon may pursue available dispute resolution mechanisms; and, (b) RNK shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from RNK or a third party), from the originating Verizon End Office to the receiving RNK-IP.

5.7.1.1.2 At any time that RNK establishes a Collocation site at a Verizon End Office Wire Center in a LATA in which RNK is interconnected or requesting interconnection with Verizon, either Party may request in writing that such RNK Collocation site be established as the RNK-IP for traffic originated by Verizon Customers served by that End Office. Upon such request, the Parties shall negotiate in good faith mutually acceptable arrangements for the transition to such RNK-IP. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) RNK shall bill and Verizon shall pay the lesser of the negotiated intercarrier compensation rate or the End Office Reciprocal Compensation rate for the relevant traffic less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from RNK or a third party), from the originating Verizon End Office to the receiving RNK-IP.

5.7.1.1.3 In any LATA where the Parties are already interconnected prior to the effective date of this Agreement, RNK may maintain existing CLEC-IPs, except that Verizon may request in writing to transition such RNK-IPs to the RNK-IPs described in subsections 5.7.1.1.1 and 5.7.1.1.2, above. Upon such request, the Parties shall negotiate mutually satisfactory arrangements for the transition to CLEC-IPs that conform to subsections 5.7.1.1.1 and 5.7.1.1.2 above. If the Parties have not reached agreement on such arrangements within thirty (30) days, (a) either Party may pursue available dispute resolution mechanisms; and, (b) RNK shall bill and Verizon shall pay only the lesser of the negotiated intercarrier compensation rate or the End Office reciprocal compensation rate for relevant traffic, less Verizon's transport rate, tandem switching rate (to the extent traffic is tandem switched), and other costs (to the extent that Verizon purchases such transport from RNK or a third party), from Verizon's originating End Office to the RNK-IP.

5.7.1.2 Except as otherwise agreed by the Parties, the Interconnection Points ("IPs") from which Verizon will provide transport and termination of Reciprocal Compensation Traffic to its Customers ("Verizon-IPs") shall be as follows:

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5.7.1.2.1 For Reciprocal Compensation Traffic delivered by RNK to the Verizon Tandem subtended by the terminating End Office serving the Verizon Customer, the Verizon-IP will be the Verizon Tandem switch.

5.7.1.2.2 For Reciprocal Compensation Traffic delivered by RNK to the Verizon terminating End Office serving the Verizon Customer, the Verizon-IP will be Verizon End Office switch.

5.7.1.3 Should either Party offer additional IPs to any Telecommunications Carrier that is not a Party to this Agreement, the other Party may elect to deliver traffic to such IPs for the NXXs or functionalities served by those IPs. To the extent that any such RNK-IP is not located at a Collocation site at a Verizon Tandem Wire Center or Verizon End Office Wire Center, then RNK shall permit Verizon to establish physical Interconnection through collocation or other operationally comparable arrangements acceptable to Verizon at the RNK -IP.

5.7.1.4 Each Party is responsible for delivering its Reciprocal Compensation Traffic that is to be terminated by the other Party to the other Party's relevant IP.

5.7.2 Reciprocal Compensation.

The Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic delivered to the terminating Party in accordance with Section 251(b)(5) of the Act at the rates stated in Exhibit A. These rates are to be applied at the RNK-IP for traffic delivered by Verizon for termination by RNK, and at the Verizon-IP for traffic delivered by RNK for termination by Verizon. Except as expressly specified in this Agreement, no additional charges shall apply for the termination from the IP to the Customer of Reciprocal Compensation Traffic delivered to the Verizon-IP by RNK or the RNK -IP by Verizon. When such Reciprocal Compensation Traffic is delivered over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Reciprocal Compensation Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.

5.7.3 Traffic Not Subject to Reciprocal Compensation.

5.7.3.1 Reciprocal Compensation shall not apply to interstate or intrastate Exchange Access, Information Access, or exchange services for Exchange Access or Information Access.

5.7.3.2 Reciprocal Compensation shall not apply to Internet Traffic.

5.7.3.2.1 Subject to Section 27 of this Agreement, the determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the FCC Internet Order (including, but not limited to, in accordance with the rebuttable presumption established by the FCC Internet Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the FCC Internet Order for rebutting such presumption before the Commission).

5.7.3.3 Reciprocal Compensation shall not apply to Toll Traffic, including, but not limited to, calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXXX) basis.

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5.7.3.4 Reciprocal Compensation shall not apply to Optional Extended Local Calling Area Traffic.

5.7.3.5 Reciprocal Compensation shall not apply to special access, private line, or any other traffic that is not switched by the terminating Party.

5.7.3.6 Reciprocal Compensation shall not apply to Tandem Transit Traffic.

5.7.3.7 Reciprocal Compensation shall not apply to Voice Information Service Traffic (as defined in the Terms).

5.7.4 The Reciprocal Compensation charges (including, but not limited to, the Reciprocal Compensation per minute of use charges) billed by RNK to Verizon shall not exceed the Reciprocal Compensation charges (including, but not limited to, Reciprocal Compensation per minute of use charges) billed by Verizon to RNK.

5.8 Other Types of Traffic

5.8.1 Notwithstanding any other provision of this Agreement or any Tariff: (a) the Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the FCC Internet Order and other applicable FCC orders and FCC Regulations; and, (b) a Party shall not be obligated to pay any intercarrier compensation for Internet Traffic that is in excess of the intercarrier compensation for Internet Traffic that such Party is required to pay under the FCC Internet Order and other applicable FCC orders and FCC Regulations.

5.8.2 Subject to Section 5.8.1 above, interstate and intrastate Exchange Access, Information Access, exchange services for Exchange Access or Information Access, and Toll Traffic, shall be governed by the applicable provisions of this Agreement and applicable Tariffs.

5.8.3 For any traffic originating with a third party carrier and delivered by RNK to Verizon, RNK shall pay Verizon the same amount that such third party carrier would have been obligated to pay Verizon for termination of that traffic at the location the traffic is delivered to Verizon by RNK.

5.8.4 Any traffic not specifically addressed in this Agreement shall be treated as required by the applicable Tariff of the Party transporting and/or terminating the traffic.

5.8.5 Interconnection Points.

5.8.5.1 The IP of a Party ("Receiving Party") for Measured Internet Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 5.7.1 above.

5.8.5.2 Except as otherwise set forth in the applicable Tariff of a Party ("Receiving Party") that receives Toll Traffic from the other Party, the IP of the Receiving Party for Toll Traffic delivered to the Receiving Party by the other Party shall be the same as the IP of the Receiving Party for Reciprocal Compensation Traffic under Section 5.7.1 above.

5.8.5.3 The IP for traffic exchanged between the Parties that is not Reciprocal Compensation Traffic, Measured Internet Traffic or Toll Traffic, shall be as specified in the applicable provisions of this Agreement or the applicable Tariff of the receiving Party, or in the absence of applicable provisions in this Agreement or a Tariff of the receiving Party, as mutually agreed by the Parties.

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6.0 TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2)

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7.0 TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

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8.0 NUMBER RESOURCES, RATE CENTERS AND RATING POINTS

8.1 Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ or to request and be assigned any Central Office Codes ("NXX") pursuant to the Central Office Code Assignment Guidelines and any relevant FCC or Commission orders, as may be amended from time to time, or to establish, by Tariff or otherwise, Rate Centers and Rating Points corresponding to such NXX codes.

8.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the LERG in order to recognize and route traffic to the other Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly set forth in this Agreement.

8.3 Unless otherwise required by Commission order, the Rate Center Areas will be the same for each Party. During the term of this Agreement, RNK shall adopt the Rate Center Area and Rate Center Points that the Commission has approved for Verizon, in all areas where Verizon and RNK service areas overlap, and RNK shall assign whole NPA-NXX codes to each Rate Center Area unless the LEC industry adopts alternative methods of utilizing NXXs in the manner adopted by the NANP,

8.4 RNK will also designate a Rating Point for each assigned NXX code. RNK shall designate one location for each Rate Center Area as the Routing Point for the NPA-NXXs associated with that Area, and such Rating Point shall be within the same LATA as the Rate Center Area but not necessarily within the Rate Center Area itself.

8.5 Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way constrain RNK's choices regarding the size of the local calling area(s) that RNK may establish for its Customers, which local calling areas may be larger than, smaller than, or identical to Verizon's local calling areas.

9.0 NETWORK MAINTENANCE AND MANAGEMENT; OUTAGES

9.1 Cooperation The Parties will work cooperatively to install and maintain a reliable network. RNK and Verizon will exchange appropriate information (e.g., maintenance contact numbers, escalation procedures, network information, information required to comply with law enforcement and other security agencies of the Government) to achieve this desired reliability. In addition, the Parties will work cooperatively to apply sound network management principles to alleviate or to prevent congestion and to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

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9.2 Responsibility for Following Standards Each Party recognizes a responsibility to follow the standards that may be agreed to between the Parties and to employ characteristics and methods of operation that will not interfere with or impair the service or any facilities of the other Party or any third parties connected with or involved directly in the network of the other.

9.3 Repeated or Willful Interference or Impairment

If Party A reasonably determines that the characteristics, facility, service or methods of operation used by Party B will or are likely to interfere with or impair Party A's provision of services, Party A may interrupt or temporarily suspend any service or facilities provided to Party B that gives rise to or is likely to give rise to the interference or impairment subject to the following:

9.3.1 Except in emergency situations, Party A shall have given Party B at least ten (10) days' prior written notice of the interference or impairment or potential interference or impairment and the need to correct the condition within said time period; and,

9.3.2 Upon correction of the interference or impairment, Party A will promptly restore the temporarily suspended service or facility. During such period of suspension or interruption, there will be no compensation or credit allowance by Party A to Party B.

9.4 Outage Repair Standard

In the event of an outage or trouble in any arrangement, facility, or service being provided by a Party hereunder, the providing Party will follow Verizon standard procedures for isolating and clearing the outage or trouble. RNK and Verizon may agree to modify those procedures from time to time based on their experience with comparable Interconnection arrangements with other carriers.

9.5 Notice of Changes -- Section 251(c)(5)

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's network, or any other change in its network which it believes will materially affect the interoperability of its network with the other Party's network, the Party making the change shall publish notice at least ninety (90) days in advance of such change, and shall use reasonable efforts to publish at least one hundred eighty (180) days notice where practicable; provided, however, that if an earlier publication is required by the FCC's or Commission's rules, including, e.g., the Network Disclosure rules set forth in the FCC Regulations, the Party will comply with such rules.

10.0 JOINT NETWORK IMPLEMENTATION AND GROOMING PROCESS; AND INSTALLATION, MAINTENANCE, TESTING AND REPAIR.

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11.0 UNBUNDLED ACCESS

Subject to the conditions set forth in Section 11.7 below, Verizon shall provide to RNK, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in Combinations as set forth in Section 11.12; provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to RNK only to the extent required by Applicable Law and thus may decline to provide UNEs or Combination to RNK to the extent that provision of such UNEs or Combination are not required by Applicable Law.

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11.1 Verizon's Provision of Network Elements

Subject to the conditions set forth in Section 11.7, Verizon shall provide RNK access to the following:

- 11.1.1 Loops, as set forth in Section 11.2;
- 11.1.2 The Network Interface Device, as set forth in Section 11.3;
- 11.1.3 Switching Capability, as set forth in Section 11.4;
- 11.1.4 Interoffice Transmission Facilities, as set forth in Section 11.5
- 11.1.5 Signaling Links and Call-Related Databases, as set forth in Section 5.4 and Section 17 of the Terms;
- 11.1.6 Operations Support Systems, as set forth in Section 11.6; and
- 11.1.7 other Network Elements in accordance with Section 11.8 below.

11.2 Loop Transmission Types

Subject to the conditions set forth in Section 11.7, Verizon shall allow RNK to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2. The available Loop types are as set forth below:

11.2.1 "2 Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. This Loop type is more fully described in Verizon TR-72565, as revised from time-to-time. If "Customer-Specified Signaling" is requested, the Loop will operate with one of the following signaling types that may be specified when the Loop is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. Customer specified signaling is more fully described in Verizon TR-72570, as revised from time-to-time.

11.2.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. This Loop type will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. This Loop type is more fully described in Verizon TR-72570, as revised from time-to-time.

11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code as described in ANSI T1.601-1998 and Verizon TR 72575 (, as TR 72575 is revised from time-to-time). In some cases loop extension equipment may be necessary to bring the line loss within acceptable levels pursuant to ANSI T1.601-1998 and Verizon TR 72575. Verizon will provide loop extension equipment only upon request. A separate charge will apply for loop extension equipment as set forth in Exhibit A.

11.2.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8 Mbps toward the Customer and up to 1 Mbps from the Customer. ADSL-Compatible Loops will be available only where existing copper facilities are available and can meet applicable specifications. Verizon will not build new

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copper facilities. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met.

11.2.5 “2-Wire HDSL-Compatible Loop” or “HDSL 2W” consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time-to-time, must be met. 2-wire HDSL-compatible local loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities. The 2-wire HDSL-compatible loop is only available in Verizon service areas. RNK may order a GTE Designed Digital Loop to provide similar capability in the GTE service area.

11.2.6.1 4-Wire HDSL-Compatible Loop or HDSL 4W consists of two 2-wire, non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 3 must be met. 4-Wire HDSL-compatible local Loops will be provided only where existing facilities are available and can meet applicable specifications. Verizon will not build new copper facilities..

11.2.6.2 “2-Wire IDSL-Compatible Metallic Loop” consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of CLEC-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.6.3 “2-Wire SDSL-Compatible Loop”, is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the CLEC-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.

11.2.7 “4-Wire 56 kbps Loop” is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to RNK in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may be revised from time to time.

11.2.8.1 “4-Wire DS-1-compatible Loop” (Digital Grade Loop) provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available only where existing facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575 (as TR 72575 is revised from time-to-time).

11.2.8.2 “DS-3 Loops” will support the transmission of isochronous bipolar serial data at a rate of 44.736 Mbps or the equivalent of 28 DS-1 channels. The DS-3 Loop includes the electronics necessary to provide the DS-3 transmission rate. A DS-3 Loop will only be provided where the electronics are at the requested installation date currently available for the requested loop. Verizon will not install new electronics. DS-3 specifications are referenced in Verizon’s TR72575 as revised from time to time).

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11.2.9 "Digital Designed Loops" are comprised of designed loops that meet specific RNK requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, SDSL, IDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:

- A) a 2W Digital Designed Metallic with a total loop length of 18k to 30k ft., unloaded, with the option to remove bridged tap;
- B) a 2W ADSL Loop of 12k to 18k ft. with an option to remove bridged tap;
- C) a 2W ADSL Loop of less than 12k ft. with an option to remove bridged tap;
- D) a 2W HDSL Loop of less than 12k ft. with an option to remove bridged tap;
- E) a 4W HDSL Loop of less than 12k ft with an option to remove bridged tap;
- F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;
- G) a 2W SDSL Loop with an option to remove bridged tap;
- H) a 2W IDSL Loop of less than 18k ft. with an option to remove bridged tap; and

11.2.9.1 Verizon shall make Digital Designed Loops available to RNK at the rates set forth in Exhibit A.

11.2.9.2 The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-F):

A. RNK shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, IDSL and SDSL signals. The results of this survey will be stored in a mechanized database and made available to RNK as the process is completed in each Central Office. RNK must utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, IDSL and SDSL Loop. Charges for mechanized loop qualification information are set forth in Exhibit A.

C. If the Loop is served out of a Central Office that has not been prequalified on a mechanized basis, RNK must request a manual loop qualification prior to submitting a valid electronic service order for an ADSL, HDSL SDSL, IDSL, or BRI ISDN Loop. The rates for manual loop qualification are set forth in Exhibit A. In general, Verizon will complete a manual loop qualification request within three business days, although Verizon may require reasonable amounts of additional time due to poor record conditions, spikes in demand, or other unforeseen events.

D. If a query to the mechanized loop qualification database or manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), RNK may request and Verizon will process an

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Engineering Query, as described in paragraph F, to determine whether the result is due to characteristics of the loop itself.

E. If RNK submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified on either a mechanized or manual basis, Verizon will query the service order back to the CLEC for qualification and will not accept such service order until the Loop has been prequalified on a mechanized or manual basis. If RNK submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, not compatible with such services in its existing condition, Verizon will respond within a reasonable time to RNK with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).

F. Where RNK has followed the prequalification procedure described above and has determined that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition, it may either request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if RNK is already aware of the conditioning required (e.g., where RNK has previously requested a qualification and has obtained loop characteristics), RNK may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of RNK's valid, accurate and pre-qualified service order for a Digital Designed Loop.

11.2.9.3 The Parties will make reasonable efforts to coordinate their respective roles in order to minimize provisioning problems. In general, where conditioning or loop extensions are requested by RNK, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:

A. Three (3) business days will be required following receipt of RNK's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.

B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by RNK. Conditioning activities are, in most cases, able to be accomplished within 15 business days. Reasonably unforeseen conditions may add to this interval.

After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.

11.2.9.4 If RNK requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If RNK cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, RNK shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If RNK cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, RNK shall compensate Verizon for an Engineering Work Order charge as well as the charges for the conditioning tasks performed as set forth in Exhibit A.

11.2.10 Sub-Loop.

11.2.10.1 Notwithstanding anything set forth in this Agreement, subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide RNK with access to a Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.10 and the rates set forth in Exhibit A attached hereto. A "Sub-Loop" means a two-wire or four-wire metallic distribution facility in Verizon's network between a Verizon feeder distribution

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interface (an “FDI”) and the rate demarcation point for such facility (or network interface device (“NID”) if the NID is located at such rate demarcation point). Notwithstanding anything else set forth in this Agreement, Verizon shall provide RNK with access to a Sub-Loop in accordance with, but only to the extent required by, Applicable Law.

11.2.10.2 RNK may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide RNK with access to a drop and NID that, at the time of RNK’s request, Verizon is using to provide service to a Customer (as such term is hereinafter defined). New drops will be installed in accordance with Verizon’s standard procedures. In some cases this may result in RNK being responsible for the cost of installing the drop.

11.2.10.3 RNK may obtain access to a Sub-Loop only at an FDI and only from a CLEC outside plant interconnection cabinet (a “COPIC”) or, if RNK is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop is located in such enclosure, from the collocation arrangement of RNK at such enclosure. To obtain access to a Sub-Loop, RNK shall install a COPIC on an easement or Right of Way obtained by RNK within 100 feet of the Verizon FDI to which such Sub-Loop is connected. A COPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and a RNK COPIC and Verizon shall install a termination block within such COPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the COPIC and shall not provide any power that might be required by the CLEC for any electronics in the COPIC. RNK shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.

11.2.10.4 RNK may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to RNK, the following information regarding a Sub-Loop that serves an identified Customer: the Sub-Loop’s length and gauge, whether the Sub-Loop has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop and the location of the FDI to which the Sub-Loop is connected.

11.2.10.5 To order access to a Sub-Loop, RNK must first request that Verizon connect the Verizon FDI to which the Sub-Loop is connected to a RNK COPIC. To make such a request, RNK must submit to Verizon an application (a “Sub-Loop Interconnection Application”) that identifies the FDI at which RNK wishes to access the Sub-Loop. A Sub-Loop Interconnection Application shall state the location of the COPIC, the size of the interconnecting cable and a description of the cable’s supporting structure. A Sub-Loop Interconnection Application shall also include a five-year forecast of RNK’s demand for access to Sub-Loops at the requested FDI. RNK must submit the application fee set forth in Exhibit A attached hereto (a “Sub-Loop Application Fee”) with a Sub-Loop Interconnection Application. RNK must submit Sub-Loop Interconnection Applications to:

USLA Project Manager
Verizon
Room 509
125 High Street
Boston, MA 02110
E-Mail: Collocation.applications@Verizon.com

11.2.10.6 Within sixty (60) days after it receives a complete Sub-Loop Interconnection Application for access to a Sub-Loop and the Sub-Loop Application Fee for such application, Verizon shall provide to RNK a work order that describes the work that Verizon must perform to provide such access (a “Sub-Loop Work Order”) and a statement of the cost of such work (a “Sub-Loop Interconnection Cost Statement”).

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11.2.10.7 RNK shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Interconnection Cost Statement within sixty (60) days of RNK's receipt of such statement and the associated Sub-Loop Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Interconnection Application shall be deemed to have been withdrawn if RNK breaches its payment obligation under this Section 11.2.10.7. Upon Verizon's completion of the work that Verizon must perform to provide RNK with access to a Sub-Loop, Verizon shall bill RNK, and RNK shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Interconnection Cost Statement for such access.

11.2.10.8 After Verizon has completed the installation of the interconnecting cable to a RNK COPIC and RNK has paid the full cost of such installation, RNK can request the cross connection of Verizon Sub-Loops to the RNK COPIC. At the same time, RNK shall advise Verizon of the services that RNK plans to provide over the Sub-Loop as they relate to technical specifications and purposes of spectrum management, request any conditioning of the Sub-Loop and assign the pairs in the interconnecting cable. RNK shall run any crosswires within the COPIC.

11.2.10.9 If RNK requests that Verizon reactivate an unused drop and NID, then RNK shall provide dial tone (or its DSL equivalent) on the RNK side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop to the RNK dial tone or equivalent from the COPIC. If RNK requests that Verizon install a new drop and NID, then RNK shall provide dial tone (or its DSL equivalent) on the RNK side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If RNK requests that Verizon provide RNK with access to a Sub-Loop that, at the time of RNK's request, Verizon is using to provide service to a Customer, then, after RNK has looped two interconnecting pairs through the COPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the COPIC and back out again to the Verizon FDI and Verizon Sub-Loop using the "loop through" approach. On the due date, RNK shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop and submit RNK's long-term number portability request.

11.2.10.10 Verizon shall not provide access to a Sub-Loop if Verizon is using the loop of which the Sub-Loop is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.

11.2.10.11 Verizon shall provide RNK with access to a Sub-Loop in accordance with negotiated intervals.

11.2.10.12 Verizon shall repair and maintain a Sub-Loop at the request of RNK and subject to the time and material rates set forth in Exhibit A. RNK accepts responsibility for initial trouble isolation for Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) RNK reports to Verizon a Customer trouble, (b) RNK requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop facilities or equipment in whole or in part, then RNK shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by RNK is not available at the appointed time. If as the result of RNK instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to RNK by Verizon. If as the result of RNK instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to RNK by Verizon.

11.2.10.13 Collocation in Remote Terminals

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To the extent required by Applicable Law, Verizon shall allow RNK to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in Section 13.

11.2.11 Dark Fiber.

Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide RNK with access to Dark Fiber (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section and the rates set forth in the Exhibit A. Verizon will provide RNK access to Dark Fiber in accordance with, but only to the extent required by, Applicable Law. A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. Access to unbundled Dark Fiber will be provided by Verizon, where existing facilities are available at the requested availability date, in the loop, subloop and interoffice facilities (IOF) portions of the Company's network. Access to Dark Fiber will be provided in accordance with, but only to the extent required by, Applicable Law. Except as otherwise required by Applicable Law, the following terms and conditions apply to Verizon's Dark Fiber offering.

11.2.11.1 Dark Fiber Loop

A "Dark Fiber Loop" consists of continuous fiber optic strand(s) in a Verizon fiber optic cable between the fiber distribution frame, or its functional equivalent, located within a Verizon Wire Center, and Verizon's main termination point, such as the fiber patch panel located within a Customer premise, and that has not been activated through connection to the electronics that "light" it, and thereby render it capable of carrying Telecommunications Services. In addition to the other terms and conditions of this Agreement, the following terms and conditions also shall apply to Dark Fiber Loops:

11.2.11.1.2 Verizon shall be required to provide a Dark Fiber Loop only where (1) one end of the Dark Fiber Loop terminates at RNK's collocation arrangement and (2) the other end terminates at the Customer premise. A CLEC demarcation point shall be established either in the main telco room of a building where a Customer is located or, if the building does not have a main telco room, then at a location to be determined by Verizon. Verizon shall connect a Dark Fiber Loop to the demarcation point by installing a fiber jumper.

11.2.11.1.3 RNK may access a Dark Fiber Loop only at a pre-existing hard termination point of such Dark Fiber Loop, and RNK may not access a Dark Fiber Loop at any other point, including, but not limited to, a splice point. Verizon will not introduce additional splice points or open existing splice points to accommodate a CLEC's request. Unused fibers located in a cable vault or a controlled environment vault, manhole or other location outside the Verizon Wire Center, and not terminated to a fiber patch, are not available to RNK.

11.2.11.1.4 A strand shall not be deemed to be continuous if splicing is required to provide fiber continuity between two locations. Dark Fiber will only be offered on a route-direct basis where facilities exist (i.e., no intermediate offices).

11.2.11.1.5 Verizon shall perform all work necessary to install a cross connection or a fiber jumper, including, but not limited to, the work necessary to connect a dark fiber to a demarcation point, a fiber distribution frame or a POT bay.

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11.2.11.1.6 At the Customer premise, unused fibers are not available to RNK pursuant to this Section unless such fibers terminate on a fiber patch panel. Unused fibers in a fiber splice point located outside the Customer premise are not available to RNK.

11.2.11.1.7 Dark Fiber will be offered to RNK in the condition that it is available in Verizon's network at the time that RNK submits its request (i.e., "as is"). In addition, Verizon shall not be required to convert lit fiber to Dark Fiber for RNK's use.

11.2.11.1.8 Spare wavelengths on fiber strands, where Wave Division Multiplexing (WDM) or Dense Wave Division Multiplexing (DWDM) equipment is deployed, are not considered to be spare Dark Fiber Loops and, therefore, will not be offered to RNK as Dark Fiber.

11.2.11.1.9 RNK shall be responsible for providing all transmission, terminating and regeneration equipment necessary to light and use Dark Fiber.

11.2.11.1.10 RNK may not resell Dark Fiber purchased pursuant to this Section to third parties; provided, however, that nothing in this subsection 11.2.11.1.10 shall be construed to prohibit RNK from using Dark Fiber to provide telecommunications services to Customers to the extent permitted by Applicable Law and this Agreement.

11.2.11.1.11 In order for Verizon to continue to preserve the efficiency of its network, Verizon will limit RNK to leasing a maximum of twenty-five percent (25%) of the Dark Fiber in any given segment (a continuous strand of fiber(s) between two hard termination points without intermediate offices) of Verizon's network during any two-year period. In addition, except as otherwise required by Applicable Law, Verizon may take any of the following actions, notwithstanding anything to the contrary in this Agreement:

(a) Revoke Dark Fiber leased to RNK upon a showing of need to the Commission and twelve (12) months' advance written notice to RNK; and

(b) Revoke Dark Fiber leased to RNK upon a showing to the Commission that RNK underutilized fiber (less than OC-12) within any twelve (12) month period.

(c) Verizon may reserve Dark Fiber for maintenance purposes, or to satisfy Customer orders for fiber related services or for reasonable future growth. Verizon reserves and shall not waive, Verizon's right to claim before the Commission that Verizon should not have to fulfill a RNK order for Dark Fiber because that request would strand an unreasonable amount of fiber capacity, disrupt or degrade service to Customers or carriers other than RNK.

11.2.11.1.12 RNK may not reserve Dark Fiber.

11.2.11.1.13 RNK shall be solely responsible for: (a) determining whether or not the transmission characteristics of the Dark Fiber accommodate the requirements of RNK; (b) obtaining any Rights of Way, governmental or private property permit, easement or other authorization or approval required for access to the Dark Fiber; (c) installation of fiber optic transmission equipment needed to power the Dark Fiber to transmit Telecommunications Services traffic; (d) installation of a demarcation point in a building where a Customer is located; and (e) augmenting RNK's collocation arrangements with any proper optical cross connects or other equipment that RNK needs to access Dark Fiber before it submits an order for such access.

11.2.11.2 Dark Fiber Interoffice Facilities (IOF).

The Dark Fiber IOF UNE is defined as continuous fiber strand(s) that are located within a fiber optic cable sheath between either (a) two Verizon central offices or (b) a Verizon

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central office and a RNK central office but, in either case, without attached multiplexing, aggregation or other electronics. Dark Fiber IOF is available between the CLEC's collocation arrangements within two Verizon Central Offices, or between the CLEC's collocation arrangement in a Verizon Central Office and a CLEC CO/POP. To the extent applicable, the same terms and conditions regarding Dark Fiber Loop UNEs shall govern the Dark Fiber IOF UNE.

11.2.11.3. A Dark Fiber Inquiry Form must be submitted prior to submitting an ASR. Upon receipt of the CLEC's completed Inquiry Form, Verizon will initiate a review of its cable records to determine whether dark fiber may be available between the locations and in the quantities specified, Verizon will respond within fifteen (15) business days from receipt of RNK's request, indicating whether Unbundled Dark Fiber may be available based on the records search except that for voluminous requests or large, complex projects, Verizon reserves the right to negotiate a different interval.

11.2.11.4 RNK shall order Dark Fiber IOF and Dark Fiber Loop UNEs by sending to Verizon a separate ASR for each A to Z route.

11.2.11.5 Direct access to dark fiber loops, subloops, or IOF that terminates in a Verizon premise, must be accomplished via a collocation arrangement in that premise. In circumstances where collocation cannot be accomplished in the premises, the Parties agree to negotiate for possible alternative arrangements.

11.2.12 House and Riser.

11.2.12.1 Notwithstanding anything set forth in the Interconnection Agreement, subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide to RNK access to a House and Riser Cable (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.12 and the rates set forth in Exhibit A. A "House and Riser Cable" means a two-wire or four-wire metallic distribution facility in Verizon's network between the minimum point of entry for a building where a premises of a Customer (as such term is hereinafter defined) is located (such a point, an "MPOE") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such rate demarcation point). Verizon shall provide access to a House and Riser Cable only if Verizon owns, operates, maintains and controls such facility and only where such facility is available. Verizon shall not reserve a House and Riser Cable for RNK. RNK may access a House and Riser Cable only at the MPOE for such cable. Notwithstanding anything else set forth in this Agreement, Verizon shall provide RNK with access to House and Riser Cables in accordance with, but only to the extent required by, Applicable Law.

11.2.12.2 RNK must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

(i) RNK shall locate their compatible terminal block within cross connect distance of the MPOE for such cable. A terminal block is within cross connect distance of an MPOE if it is located in the same room (not including a hallway) or within twelve (12) feet of such MPOE.

(ii) If suitable space is available, RNK shall install its terminal block no closer than fourteen (14) inches of the MPOE for such cable, unless otherwise agreed by the Parties.

(iii) RNK's terminal block or equipment cannot be attached, otherwise affixed to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that RNK's terminal block or equipment is located in a space where Verizon plans to locate its facilities or equipment.

(iv) RNK shall identify its terminal block and equipment as a RNK facility.

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11.2.12.3 To provide RNK with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any Right of Way for RNK, (c) secure space for RNK in any building, (d) secure access to any portion of a building for RNK or (e) reserve space in any building for RNK.

11.2.12.4 RNK must ensure that its terminal block has been tested for proper installation, numbering and operation before ordering from Verizon access to a House and Riser Cable. Verizon shall perform cutover of a Customer to RNK service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to RNK's termination block, and Verizon shall determine how to perform such installation. RNK shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to RNK in accordance with RNK's order for such services.

11.2.12.5 If a RNK compatible connecting block or spare termination on RNK's connection block is not available at the time of installation, Verizon shall bill RNK, and RNK shall pay to Verizon, the Not Ready Charge set forth in Exhibit A and the Parties shall establish a new cutover date. Verizon may install a new House and Riser Cable subject to the time and material charges set forth in Exhibit A.

11.2.12.6 Verizon shall perform all installation work on Verizon equipment. All RNK equipment connected to a House and Riser Cable shall comply with applicable industry standards.

11.2.12.7 Verizon shall repair and maintain a House and Riser Cable at the request of RNK and subject to the time and material rates set forth in Exhibit A. RNK shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) RNK reports to Verizon a Customer trouble, (b) RNK requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then RNK shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by RNK is not available at the appointed time. If as the result of RNK instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to RNK by Verizon. If as the result of RNK instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to RNK by Verizon.

11.2.13 Line Sharing.

11.2.13.1.1 'Line Sharing' is an arrangement by which Verizon facilitates RNK's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), Multiple Virtual Line (MVL (a proprietary technology)), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to RNK, solely for RNK's own use, the frequency range above the voice band on the same copper Loop required by RNK to provide such services. This Section 11.2.13 addresses Line Sharing over loops that are entirely copper loops.

11.2.13.1.2 In accordance with but only to the extent required by Applicable Law, Verizon shall provide Line Sharing to RNK for RNK's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL

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(a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by RNK on that Loop must not significantly degrade the performance of other services provided on that Loop.

11.2.13.1 Verizon shall make Line Sharing available to RNK at the rates set forth in Exhibit A. In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by RNK and not covered by Exhibit A; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.

11.2.13.2 The following ordering procedures shall apply to Line Sharing:

(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. RNK must utilize the mechanized and manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.

(ii) RNK shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.

(iii) If the Loop is prequalified by RNK through the Loop prequalification database, and if a positive response is received and followed by receipt of RNK's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops.

(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will be generally be required to obtain Loop qualification results before a FOC can be returned following receipt of RNK's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events.

(v) If conditioning is required to make a Loop capable of supporting Line Sharing and RNK orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; or if this Agreement does not contain provisions pertaining to Digital Designed Loops, then in accordance with Verizon's generally available rates, terms and conditions applicable to Digital Design Loops provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.

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(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. The provisioning interval for the Line Sharing arrangement initially shall be the standard interval of six (6) business days applicable to 2W ADSL Loops. Where Applicable Law has ordered shorter intervals, the shortened intervals will apply in the event that a dispatch is not required, where conditioning work is not necessary and where facility modifications are not required. In no event shall the Line Sharing interval applied to RNK be longer than the interval applied to any Affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of no less than six (6) Business Days.

(vii) RNK must provide all required Collocation, CFA, Special Bill Number ("SBN") and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the Point of Termination Bay ("POT") Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the parties or specified in this Agreement.

(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. RNK will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts are in addition to projections provided for other stand-alone unbundled Loop types.

11.2.13.3 To the extent required by Applicable Law, RNK shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, RNK must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Verizon Technical Reference 72575, the xDSL technology used by RNK for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. RNK's deployment of additional Advanced Services shall be subject to the applicable FCC rules.

11.2.13.4 RNK may only access the high frequency portion of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. RNK is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. RNK is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary CPE for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In both configurations, the splitter must be provided by RNK and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. RNK must designate which splitter option it is choosing on the Collocation application or augment. Regardless of the option selected, the splitter arrangements must be installed before RNK submits an order for Line Sharing.

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Splitter Option 1: Splitter in RNK Collocation Area

In this configuration, the RNK-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by RNK in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the RNK Collocation area. Any rearrangements will be the responsibility of RNK.

Splitter Option 2: Splitter in Verizon Area

In this configuration, Verizon inventories and maintains a RNK-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time. In those serving End Offices where Verizon has employed the use of a POT Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting RNK Collocation and the splitter. At RNK's option, installation of the splitter may be performed by Verizon or by a Verizon-approved vendor designated by RNK.

In those serving End Offices where Verizon does not employ the use of a POT Bay, RNK provided splitter will be located via a virtual-LIKE collocation arrangement, to which RNK does not have access. RNK shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to RNK's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon -approved vendor.

In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is deployed, Verizon will also perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to RNK upon completion of the required augment.

(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. RNK must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).

(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or CLEC's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. RNK must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.

11.2.13.5 RNK will have the following options for testing shared Loops:

In serving End Offices where a POT Bay has been employed for use the following options shall be available to RNK

11.2.13.5.1 Under Splitter Option 1, RNK may conduct its own physical tests of the shared Loop from RNK's collocation area. If it chooses to do so, RNK may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a

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conventional Mechanized Loop Test ("MLT") test. Specifically, the RNK-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional RNK-provided test head would be installed between the "line" port of the splitter and the POT bay in order to conduct remote physical tests of the shared loop.

11.2.13.5.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by RNK may install a RNK-provided test head to enable RNK to conduct remote physical tests of the shared Loop. This optional RNK-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The RNK-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the RNK-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the RNK-provided test head, and will direct all required activity.

11.2.13.5.3 Under either Splitter Option, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to RNK during normal trouble isolation procedures in accordance with reasonable procedures.

11.2.13.5.4 Under either Splitter Option, Verizon will make MLT access available to RNK via RETAS after the service order has been completed. RNK will utilize the circuit number to initiate a test.

11.2.13.5.4.1 In those serving End Offices where Verizon has not employed a POT Bay for use, RNK will not be permitted to supply its own test head; Verizon will make its testing system available to RNK through use of the on-line computer interface test system at www.gte.com/wise. This system is available 24 hours, 7 days a week.

11.2.13.5.5 The Parties will continue to work cooperatively on testing procedures. To this end, in situations where RNK has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and RNK will each dispatch a technician to an agreed-upon point to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that RNK should reasonably have been able to isolate and diagnose through one of the testing options available to RNK above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.

11.2.13.6 Verizon and RNK each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the central office. RNK will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and RNK will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.

11.2.13.6.1 When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with RNK's Advanced Services. Verizon will not repair any CPE equipment

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provided by RNK. Before a trouble ticket is issued to Verizon, RNK shall validate whether the Verizon Customer is experiencing a trouble that arises from RNK's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.

11.2.13.6.2 In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from RNK's Advanced Services equipment, splitter problems, or RNK's activities, Verizon will:

- a) Notify RNK and request that RNK immediately test the trouble on RNK's Advanced Service.
- b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and RNK has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is RNK's data service.
- c) Upon completion of steps (a) and (b) above, Verizon may temporarily remove the RNK-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is RNK's data service.
- d) Upon notification from RNK that the malfunction in RNK's Advanced Service has been cleared, Verizon will restore RNK's Advanced Service by restoring the splitter on the Customer's Loop.
- e) Upon completion of the above steps, RNK will be charged a Trouble Isolation Charge ("TIC") to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was RNK's data service.
- f) Verizon shall not be liable for damages of any kind for temporary disruptions to RNK's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 24.6 shall control in such instances.

11.2.14 Line Splitting

CLECs may provide integrated voice and data services over the same Loop by engaging in "line splitting" as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any line splitting between two CLECs shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a line splitting capability, CLECs may utilize existing supporting OSS to order and combine in a line splitting configuration an unbundled xDSL capable Loop terminated to a collocated splitter and DSLAM equipment provided by a participating CLEC, unbundled switching combined with shared transport, collocater-to-collocater connections, and available cross-connects, under the terms and conditions set forth in their Interconnection Agreement(s). The participating CLECs shall provide any splitters used in a line splitting configuration. CLECs seeking to migrate existing UNE platform configurations to a line splitting configuration using the same unbundled elements utilized in the pre-existing platform arrangement may do so consistent with such implementation schedules, terms, conditions and guidelines as are agreed upon for such migrations in the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127, allowing for local jurisdictional and OSS differences.

11.3 Network Interface Device

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11.3.1 Subject to the conditions set forth in Section 11.7 and at RNK's request, Verizon shall permit RNK to connect a RNK Loop to the Inside Wiring of a Customer through the use of a Verizon NID in the manner set forth in this Section 11.3. Verizon shall provide RNK with access to NIDs in accordance with, but only to the extent required by, Applicable Law. RNK may access a Verizon NID either by means of a Cross Connection (but only if the use of such Cross Connection is technically feasible) from an adjoining RNK network interface device deployed by RNK or, if an entrance module is available in the Verizon NID, by connecting a RNK Loop to the Verizon NID. In all cases, Verizon shall perform this Cross Connection. When necessary, Verizon will rearrange its facilities to provide access to an existing Customer's Inside Wire. An entrance module is available only if facilities are not connected to it. The Customer shall be responsible for resolving any conflicts between service providers for access to the Customer's premises and Inside Wire.

11.3.2 In no case shall RNK access, remove, disconnect or in any other way rearrange Verizon's Loop facilities from Verizon's NIDs, enclosures, or protectors.

11.3.3 In no case shall RNK access, remove, disconnect or in any other way rearrange a Customer's Inside Wire from Verizon's NIDs, enclosures, or protectors where such Customer Inside Wire is used in the provision of ongoing Telecommunications Service to that Customer.

11.3.4 In no case shall RNK remove or disconnect ground wires from Verizon's NIDs, enclosures, or protectors.

11.3.5 In no case shall RNK remove or disconnect NID modules, protectors, or terminals from Verizon's NID enclosures.

11.3.6 Maintenance and control of premises Inside Wiring is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's Inside Wire must be resolved by the person who controls use of the wire (e.g., the Customer.)

11.3.7 When RNK is connecting a RNK-provided Loop to the Inside Wiring of a Customer's premises through the Customer's side of the Verizon NID, RNK does not need to submit a request to Verizon and Verizon shall not charge RNK for access to the Verizon NID. In such instances, RNK shall comply with the provisions of Sections 11.3.2 through 11.3.6 of this Agreement and shall access the Customer's Inside Wire in the manner set forth in Section 11.3.7.1 of this Agreement.

11.3.7.1 Due to the wide variety of NIDs utilized by Verizon (based on Customer size and environmental considerations), RNK may access the Customer's Inside Wire, acting as the agent of the Customer by any of the following means:

(a) Where an adequate length of Inside Wire is not present or environmental conditions do not permit, RNK may enter the Customer side of the Verizon NID enclosure for the purpose of removing the Inside Wire from the terminals of Verizon's NID and connecting a connectorized or spliced jumper wire from a suitable "punch out" hole of such NID enclosure to the Inside Wire within the space of the Customer side of the Verizon NID. Such connection shall be electrically insulated and shall not make any contact with the connection points or terminals within the Customer side of the Verizon NID.

(b) RNK may request Verizon to make other rearrangements to the Inside Wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e. RNK, its agent, the building owner or the Customer). If RNK accesses the Customer's Inside Wire as described in this Section 11.3.7.1(b), time and materials charges will be billed to the requesting party (i.e. RNK, its agent, the building owner or the Customer).

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11.4 Unbundled Switching Elements

Subject to the conditions set forth in Section 11.7, Verizon shall make available to RNK the local Switching Element and Tandem Switching Element unbundled from transport, local Loop transmission, or other services in accordance with this Agreement. Verizon shall provide RNK with access to the Local Switching Element and the Tandem Switching Element in accordance with, but only to the extent required by, Applicable Law.

11.4.1 Local Switching

11.4.1.1 The unbundled local Switching Elements include line side and trunk side facilities (*e.g.* line and trunk side Ports such as analog and ISDN line side Ports and DS1 trunk side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon's local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks), and trunk features (including the connection between the trunk termination and a trunk card).

11.4.1.2 Verizon shall offer, as an optional chargeable feature, usage tapes.

11.4.1.3 RNK may request activation or deactivation of features on a per-port basis at any time, and shall compensate Verizon for the non-recurring charges associated with processing the order. RNK may submit a Bona Fide Request for other switch features and functions that the switch is capable of providing, but which Verizon does not currently provide, or for customized routing of traffic other than operator services and/or directory assistance traffic. Verizon shall develop and provide these requested services where technically feasible with the agreement of RNK to pay the recurring and non-recurring costs of developing, installing, updating, providing and maintaining these services.

11.4.1.4 Network Design Request ("NDR")

11.4.1.4.1 Prior to submitting any order for unbundled Local Switching (as an UNE or in combination with other UNEs), RNK shall complete the NDR process. As part of the NDR process, RNK shall request standardized or customized routing of its Customer traffic in conjunction with the provision of unbundled Local Switching.

11.4.1.4.2 If RNK selects customized routing, RNK shall define the routing plan and Verizon shall implement such plan, subject to technical feasibility constraints. Time and Material Charges may apply.

11.4.2 Tandem Switching

The unbundled Tandem Switching Element includes trunk-connect facilities, the basic switching function of connecting trunks to trunks, and the functions that are centralized in Tandem Switches. Unbundled Tandem switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon access Tandem for the purpose of routing a call or calls.

11.5 Unbundled InterOffice Facilities

Subject to Section 11.7, where facilities are available, at RNK's request, Verizon shall provide RNK with interoffice transmission facilities ("IOF") unbundled from other Network Elements in

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accordance with but only to the extent required by Applicable Law, at the rates set forth in Exhibit A and in Verizon's applicable Tariffs, if any, as amended from time to time and in accordance with Section 20; provided, however, that Verizon shall offer unbundled shared IOF only to the extent that RNK also purchases unbundled local switching capability from Verizon in accordance with Section 11.4 of this Agreement.

11.6 Operations Support Systems

Subject to the conditions set forth in Section 11.7 below, Verizon shall provide RNK with access via electronic interfaces to databases required for pre-ordering, ordering, provisioning, maintenance and repair, and billing. All such transactions shall be submitted by RNK through such electronic interfaces.

11.7 Limitations on Unbundled Access

11.7.1 Notwithstanding anything else set forth in this Agreement:

(a) To the extent that Verizon is required by a change in Applicable Law to provide a Network Element on an unbundled basis to RNK, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Tariff of Verizon, or, in the absence of an applicable Verizon Tariff, as mutually agreed to by the Parties.

(b) Verizon shall not provide RNK, and RNK shall not request from Verizon, access to a proprietary advanced intelligent network service.

11.7.2 Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a Network Element or a Combination, if Verizon provides a Network Element or Combination to RNK, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines that Verizon is not required by Applicable Law to provide such Network Element or Combination, Verizon may terminate its provision of such Network Element or Combination to RNK in a manner consistent with Applicable Law. If Verizon terminates its provision of a Network Element or a Combination to RNK pursuant to this Section 11.7.2 and RNK elects to purchase other services offered by Verizon in place of such Network Element or Combination, then: (a) Verizon shall reasonably cooperate with RNK to coordinate the termination of such Network Element or Combination and the installation of such services to minimize the interruption of service to customers of RNK; and, (b) RNK shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges.

11.7.3 Nothing contained in this Agreement shall be deemed to constitute an agreement by Verizon that any item identified in this Agreement as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to RNK on an unbundled basis.

11.7.4 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. RNK shall not directly or through a third party (e.g., RNK's Customer) order Telecommunications Services from Verizon in order to impose on Verizon an obligation to provide a UNE or a Combination that Verizon would not otherwise have an obligation to provide. For example,

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RNK shall not order Telecommunications Services or advise its Customer to order Telecommunications Services where existing UNEs or Combination desired by RNK are not available in order to permit RNK to subsequently convert the Telecommunications Services to the UNEs or Combinations desired by RNK.

11.7.5 Except as otherwise expressly stated, or required by Applicable Law, RNK shall access Verizon's unbundled Network Elements specifically identified in this Agreement via Collocation in accordance with Section 13 at the Verizon Wire Center or other Verizon premise where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to RNK's Collocation node by means of a Cross Connection.

11.7.6 Verizon shall provide RNK access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if RNK orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to RNK. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of RNK's request notify RNK of the lack of available facilities. RNK may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). RNK may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section.

11.7.7 If as the result of RNK Customer actions (i.e., Customer Not Ready ("CNR")), Verizon cannot complete requested work activity when a technician has been dispatched to the RNK Customer premises, RNK will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in Verizon's applicable retail or Wholesale Tariff.

11.7.8 RNK may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to RNK. Without limiting the foregoing, RNK may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to RNK in order to allow RNK to provide such Exchange Access services.

11.8 Availability of Other Network Elements on an Unbundled Basis

11.8.1 Verizon shall, upon request of RNK, and to the extent required by Applicable Law, provide to RNK access to its Network Elements on an unbundled basis for the provision of RNK's Telecommunications Service. Any request by RNK for access to a Verizon Network Element that is not already specifically referred to in this Agreement shall be treated as a Network Element Bona Fide Request. RNK shall provide Verizon access to its Network Elements as mutually agreed by the Parties or as required by Applicable Law.

11.8.2 A Network Element obtained by one Party from the other Party under this Section 11.8 may be used in combination with the facilities of the requesting Party only to provide a Telecommunications Service.

11.8.3 Notwithstanding anything to the contrary in this Section 11.8, a Party shall not be required to provide a proprietary Network Element to the other Party under this Section 11.8 except to the extent required by Applicable Law.

11.9 Conversion of Live Telephone Exchange Service to Analog 2W Loops

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The following coordination procedures shall apply to “live” cutovers of Verizon Customers who are converting their Telephone Exchange Services to RNK Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops (“Analog 2W Loops”) to be provided by Verizon to RNK.

11.9.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If RNK does not request a coordinated cutover, Verizon will process RNK’s order as a new installation subject to applicable standard provisioning intervals.

11.9.2 RNK shall request Analog 2W Loop(s) for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request (“LSR”). Verizon agrees to accept from RNK the date and time for the conversion designated on the LSR (“Scheduled Conversion Time”), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center (“RCCC”) and subject to the availability of Verizon’s work force. In the event that Verizon’s work force is not available, RNK and Verizon shall mutually agree on a New Conversion Time, as defined below. RNK shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) business days of Verizon’s receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide RNK the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.

11.9.3 RNK shall provide dial tone at the RNK Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.

11.9.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the “New Conversion Time”); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours’ advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loop shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.

11.9.4.1 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting such New Conversion Time shall be subject to the following:

- (i) If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from RNK; and
- (ii) If RNK requests to reschedule outside the one (1) hour time frame above, RNK shall be charged an additional Analog 2W Loop Service Order Charge for rescheduling the conversion to the New Conversion Time.

11.9.5 If RNK is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and RNK will reschedule and, upon request from RNK, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.

11.9.6 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loop to RNK is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.

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11.9.7 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").

11.9.8 If RNK requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC operating hours.

11.10 Maintenance of Unbundled Network Elements

If (a) RNK reports to Verizon a Customer trouble, (b) RNK requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon facilities or equipment in whole or in part, then RNK shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by RNK is not available at the appointed time. RNK accepts responsibility for initial trouble isolation and providing Verizon with appropriate dispatch information based on its test results. If as the result of RNK instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to RNK by Verizon. If as the result of RNK instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to RNK by Verizon. Verizon agrees to respond to RNK trouble reports on a non-discriminatory basis consistent with the manner in which it provides service to its own retail Customers or to any other similarly situated Telecommunications Carrier.

11.11 Rates

Verizon shall charge, and RNK shall pay, the non-recurring and monthly recurring rates for Network Elements set forth in Exhibit A of this Agreement. If the Commission adopts permanent rates consistent with the requirements of the FCC Regulations (to the extent it has not already done so), then such permanent rates shall be applied in the manner described in Exhibit A and Section 20 below.

11.12 Combinations

Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to RNK, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form.

12.0 RESALE -- SECTIONS 251(b)(1) and 251(c)(4)

12.1 Resale at Retail Rates

Verizon shall make available to RNK for resale all Telecommunications Services, as described in Section 251(b)(1) of the Act, pursuant to the rates, terms and conditions of Verizon's applicable Tariffs, as may be amended from time to time.

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12.2 Resale at Wholesale Rates

Verizon shall make available to RNK for resale all Telecommunications Services that Verizon provides at retail to Customers that are not Telecommunications Carriers at the retail prices set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A, in accordance with Section 251(c)(4) of the Act. Such services shall be provided in accordance with the terms of the applicable retail services Tariff(s) or a specific resale Tariff if applicable and available.

12.3 Availability of Support Services and Branding for Resale

Verizon shall make available to RNK the various support services for resale described in Exhibit C hereto in accordance with the terms set forth therein. In addition, to the extent required by Applicable Law, upon request by RNK and at prices, terms and conditions to be negotiated by RNK and Verizon. Verizon shall provide Verizon Retail Telecommunications Services (as defined in Exhibit C) that are identified by RNK's trade name, or that are not identified by trade name, trademark or service mark.

12.4 Additional Terms Governing Resale and Use of Verizon Services

12.4.1 RNK shall comply with the provisions of this Agreement (including, but not limited to, all applicable Verizon Tariffs) regarding resale or use of Verizon services. In addition, RNK shall undertake in good faith to ensure that its Customers comply with the provisions of Verizon's Tariffs applicable to their use of Verizon's Telecommunications Services.

12.4.2 Without in any way limiting Section 12.4.1, RNK shall not resell (a) residential service to business or other nonresidential Customers of RNK, (b) Lifeline or other means-tested service offerings, or grandfathered service offerings, to persons not eligible to subscribe to such service offerings from Verizon, or (c) any other Verizon service in violation of any user or user group restriction that may be contained in the Verizon Tariff applicable to such service to the extent such restriction is not prohibited by Applicable Law. In addition, RNK shall be subject to the same limitations that Verizon's own retail Customers may be subject to with respect to any Telecommunications Service that Verizon discontinues offering.

12.4.3 Verizon shall not be obligated to offer to RNK at a wholesale discount Telecommunications Services that Verizon offers at a special promotional rate if such promotions are for a duration of ninety (90) days or less.

12.4.4 RNK shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or merchandise, or services which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.

12.4.5 Verizon may impose additional restrictions on RNK's resale of Verizon's retail Telecommunications Services only to the extent permitted by Applicable Law.

13.0 COLLOCATION -- SECTION 251(c)(6)

13.1 Verizon's Provision of Collocation

Verizon shall provide to RNK, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the

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purpose of facilitating RNK's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to RNK only to the extent required by Applicable Law and may decline to provide Collocation to RNK to the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to RNK in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.

13.2 RNK's Provision of Collocation

Upon request by Verizon, RNK shall provide to Verizon collocation of facilities and equipment for the purpose of facilitating Verizon's interconnection with facilities or services of RNK. RNK shall provide collocation on a non-discriminatory basis in accordance with RNK's applicable Tariffs, or in the absence of applicable RNK Tariffs, in accordance with terms, conditions and prices to be negotiated by the Parties.

SECTION 251(b) PROVISIONS

14.0 NUMBER PORTABILITY -- SECTION 251(b)(2)

14.1 Scope

To the extent required by Applicable Law, the Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as from time to time prescribed by the FCC and/or the Commission. The Parties shall provide Number Portability to each other in the event a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B") and the Customer (i) remains within the same central office district and within the boundary of the smallest geographical area that is significant for billing (e.g. exchange zone) as defined by the LEC to whom the ported Customer's NXX code was originally assigned and (ii) elects to utilize the original telephone number(s) correspondent to the Exchange Service(s) it previously received from Party A in conjunction with the Exchange Service(s) it will now receive from Party B.

14.1.1 If an Unbundled Local Loop is to be used in conjunction with the porting of a telephone number, RNK and Verizon will use the coordination process for Unbundled Local Loop conversions as described in Section 11 of this agreement. Under an LNP arrangement, RNK and Verizon will implement a process to coordinate Number Portability cutovers with Unbundled Local Loop conversions (as described in Section 11 of this Agreement).

14.2 Procedures for Providing LNP ("Long-term Number Portability")

The Parties will follow the LNP provisioning process recommended by the North American Numbering Council (NANC) and adopted by the FCC. In addition, the Parties agree to follow the LNP ordering procedures established by the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis in all End Offices in Maine.

14.2.1 The following steps shall apply: (1) a Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"); (2) the Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B; (3) after Party B has received a letter of agency ("LOA") from the Customer, and sends an LSR to Party A, Parties A and B will work together to port the Customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all LOAs and Party A may request, upon reasonable notice, a copy of the LOA.

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14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line-based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's Customer.

14.2.3 When a Customer of Party A elects to port its telephone number(s) to Party B and the Customer has previously secured a reservation of line number(s) from Party A for possible activation at a future point, these reserved but inactive number(s) may be ported along with the active number(s) to be ported, provided the number(s) have been reserved for the Customer. (Reserved telephone numbers are non-working telephone numbers assigned to a specific Customer to be used at a later time.) The numbers are assigned to the Customer either via Tariff or other contractual arrangement between the Customer and Party B. Party B may request that Party A port all reserved number(s) assigned to the Customer, or that Party A port only those number(s) listed by Party B. As long as Party B maintains reserved but inactive number(s) ported for the Customer, Party A shall not reassign those number(s). Party B shall not reassign the reserved number(s) to another end user Customer,

14.2.4 When a Customer of Party A elects to port its telephone number(s) to Party B, Party A shall implement the ten-digit unconditional trigger feature, where available, on the Customer's line before the due date of the porting activity. When the ten-digit unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.

14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a LERG-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP-capable switches.

14.2.6 Both Parties shall provide updates to the LERG at least forty-five days prior to the deployment date of a new office and/or new NXX. All new offices and NXXs shall be designated as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all LNP capable offices within the applicable LATA.

14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless an NXX has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.

14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.

14.3 Procedures for Providing NP Through Full NXX Code Migration

Where a Party has activated an entire NXX for a single Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX either reserved for future use by that Customer or otherwise unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.

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15.0 DIALING PARITY -- SECTION 251(b)(3)

Verizon and RNK shall each provide the other with nondiscriminatory access to such services and information as are necessary to allow the other Party to implement local Dialing Parity as required under Section 251(b)(3) of the Act.

16.0 ACCESS TO RIGHTS-OF-WAY -- SECTION 251(b)(4)

To the extent required by Applicable Law and where facilities are available, each Party ("Licensor") shall provide the other Party ("Licensee") access for purposes of making attachments to the poles, ducts, rights-of-way and conduits it owns or controls, pursuant to any existing or future license agreement between the Parties. Such access shall be in conformance with 47 U.S.C §. 224 and on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable Tariffs or generally available license agreements.

17.0 DATABASES AND SIGNALING

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18.0 COORDINATED SERVICE ARRANGEMENTS

18.1 Intercept and Referral Announcements

18.1.1 When a Customer changes its service provider from Verizon to RNK, or from RNK to Verizon, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides the Customer's new number or other appropriate information, to the extent known to the Party formerly providing service. Notwithstanding the foregoing, a Party shall not be obligated under this Section to provide a Referral Announcement if the Customer owes the Party unpaid overdue amounts or the Customer requests that no Referral Announcement be provided.

18.1.2 Referral Announcements shall be provided, in the case of business Customers, for a period of not less than one hundred and twenty (120) days after the date the Customer changes its telephone number, and, in the case of residential Customers, not less than thirty (30) days after the date the Customer changes its telephone number; provided that if a longer time period is required by Applicable Law, such longer time period shall apply. Except as otherwise provided by Applicable Law, the period for a referral may be shortened by the Party formerly providing service if a number shortage condition requires reassignment of the telephone number.

18.1.3 This referral announcement will be provided by each Party at no charge to the other Party; provided that the Party formerly providing service may bill the Customer its standard Tariff charge, if any, for the referral announcement.

18.2 Coordinated Repair Calls

RNK and Verizon will employ the following procedures for handling misdirected repair calls:

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18.2.1 RNK and Verizon will educate their respective Customers as to the correct telephone numbers to call in order to access their respective repair bureaus.

18.2.2 To the extent Party A is identified by Party B as the correct provider of service to a Customer that makes a misdirected repair call to Party B, Party B will immediately refer the Customer to the repair contact number provided by Party A pursuant to 18.2.3 in a courteous manner and at no charge. Neither party shall make disparaging remarks about the other party's business or services, nor use the repair call for unsolicited marketing activities.

18.2.3 RNK and Verizon will provide their respective repair contact numbers to one another.

18.3 Customer Authorization

18.3.1 Without limiting either Party's obligations under Section 27.1, each Party shall comply with the FCC's rules and regulations concerning Customer selection of a primary Telephone Exchange Service provider (47 C.F.R. Pt. 64, Subpart K) when ordering, terminating, or otherwise changing Telephone Exchange Service on behalf of the other Party's or another carrier's Customers.

18.3.2 In the event either Party (the "Requesting Party") requests the other Party (the "Executing Party") to install, provide, change, or terminate a Customer's Telecommunications Service (including, but not limited to, a Customer's selection of a primary Telephone Exchange Service Provider) and (a) fails to provide, within a reasonable amount of time, documentary evidence of the Customer's primary Telephone Exchange Service Provider selection upon request, or (b) has not obtained authorization from the Customer for such installation, provision, selection, change or termination in accordance with Applicable Law, then in addition to any rights or remedies available to the Executing Party under Applicable Law, the Requesting Party shall be liable to the Executing Party for all charges that would be applicable to the Customer for the initial change in the Customer's Telecommunications Service and for restoring the Customer's Telecommunications Service to its Customer-authorized condition.

18.3.3 Without limiting either party's obligations under Section 27.1, both parties shall comply with Applicable Law with regard to Customer Proprietary Network Information ("CPNI"), including, but not limited to, 47 U.S.C. § 222, and the FCC rules in 47 CFR Section 64.2001 – Section 64.2009. RNK shall not access (including, but not limited to, through OSS), use, or disclose CPNI made available to RNK by Verizon pursuant to this Agreement unless RNK has obtained all Customer authorizations for such access, use and/or disclosure required by Applicable Law. By accessing, using or disclosing CPNI, RNK represents and warrants that it has obtained authorization for such action from the applicable Customer in the manner required by Applicable Law and this Agreement. RNK shall, upon request by Verizon, within a reasonable amount of time, provide proof of such authorization (including a copy of any written authorization).

18.3.4 Verizon shall have the right to monitor and/or audit RNK's access to and use and/or disclosure of Customer Proprietary Network Information that is made available by Verizon to RNK pursuant to this Agreement to ascertain whether RNK is complying with the requirements of Applicable Law and this Agreement with regard to such access, use, and/or disclosure. To the extent permitted by Applicable Law, the foregoing right shall include, but not be limited to, the right to electronically monitor RNK's access to and use of Customer Proprietary Network Information that is made available by Verizon to RNK pursuant to this Agreement.

18.3.5 At such time that RNK provides Verizon with access to RNK Customer Proprietary Network Information, RNK shall have the right to monitor and/or audit, at RNK's own expense, Verizon's access to and use of such Customer proprietary Network Information, in the manner specified in Section 18.3.4 above.

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19.0 DIRECTORY SERVICES ARRANGEMENTS

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20.0 RATES AND CHARGES; ASSURANCE OF PAYMENT

20.1 Except as provided in Sections 11.0, 20.2 and 20.3 hereof, the rates and charges set forth in Exhibit A hereto shall apply to the services, facilities, and arrangements provided hereunder and used for the provision of Telephone Exchange Service and associated Exchange Access.

20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply and prevail over the rates and charges shown in Exhibit A for the same services, facilities or arrangements; provided, however, that RNK may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements.

20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that RNK may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements.

20.4 Upon request by Verizon, RNK shall, at any time and from time to time, provide to Verizon adequate assurance of payment of amounts due (or to become due) to Verizon hereunder. Assurance of payment of charges may be requested by Verizon if RNK (a) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, is unable to demonstrate that it is creditworthy, (b) fails to timely pay a bill rendered to RNK by Verizon, (c) in Verizon's reasonable judgment, at the Effective Date or at any time thereafter, does not have established credit with Verizon or (d) admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had a case commenced against it) under the U.S. Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. Unless otherwise agreed by the Parties, the assurance of payment shall, at Verizon's option, consist of (i) a cash security deposit in U.S. dollars held in an account by Verizon or (ii) an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon, in either case in an amount equal to two (2) months anticipated charges (including, without limitation, both recurring and non-recurring charges), as reasonably determined by Verizon, for the services, facilities or arrangements to be provided by Verizon to RNK in connection with this Agreement. To the extent that Verizon opts for a cash deposit, the Parties intend that the provision of such deposit shall constitute the grant of a security interest pursuant to Article 9 of the Uniform Commercial Code as in effect in any relevant jurisdiction. If required by an applicable Verizon Tariff or by Applicable Law, interest will be paid on any such cash deposit held by Verizon at the higher of the stated interest rate in such Tariff or in the provisions of Applicable Law. Verizon may (but is not obligated to) draw on the letter of credit or cash deposit, as applicable, upon notice to RNK in respect of any amounts billed hereunder that are not paid within thirty (30) days of the date of the applicable statement of charges prepared by Verizon. Notwithstanding anything else set forth in this Agreement, if Verizon makes a request for assurance of payment in accordance with the terms of this Section, then Verizon shall have no obligation thereafter to perform under this Agreement until such time as RNK has provided Verizon with such assurance of payment. The fact that a security deposit or a letter of credit is requested by Verizon hereunder shall in no way relieve RNK from compliance with the requirements of this Agreement (including, without limitation, any applicable Tariffs) as to advance payments and payment for service, nor constitute a waiver or

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modification of the terms herein pertaining to the discontinuance of service for nonpayment of any sums due to Verizon for the services, facilities or arrangements rendered.

21.0 INSURANCE

21.1 RNK shall maintain during the term of this Agreement all insurance and/or bonds required to satisfy its obligations under this Agreement (including, without limitation, its obligations set forth in Section 24 hereof) and all insurance and/or bonds required by Applicable Law. At a minimum and without limiting the foregoing covenant, RNK shall maintain the following insurance:

(a) Commercial General Liability Insurance, on an occurrence basis, including but not limited to, premises-operations, broad form property damage, products/completed operations, contractual liability, independent contractors, and personal injury, with limits of at least \$2,000,000 combined single limit for each occurrence.

(b) Automobile Liability, Comprehensive Form, with limits of at least \$500,000 combined single limit for each occurrence.

(c) Excess Liability, in the umbrella form, with limits of at least \$10,000,000 combined single limit for each occurrence .

(d) Worker's Compensation Insurance as required by Applicable Law and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

(e) All risk property insurance on a full replacement cost basis for all of RNK's real and personal property located at any Collocation site or otherwise located on or in any Verizon premises (whether owned, leased or otherwise occupied by Verizon), facility, equipment or right-of-way

21.2 RNK shall name Verizon as an additional insured on the foregoing insurance.

21.3 RNK shall, within three (3) weeks of the date hereof and on an annual basis thereafter or at any such time as there is a cancellation or material change in the insurance, furnish certificates or other proof of the foregoing insurance acceptable to Verizon. The certificates or other proof of the foregoing insurance shall be sent to Verizon to: Director - Interconnection Services; Verizon Wholesale Markets; 1095 Avenue of the Americas; Room 1423; New York, NY 10036. In addition, RNK shall require its agents, representatives, and contractors, if any, that may enter upon the premises of Verizon or Verizon's affiliated companies to maintain similar and appropriate insurance and, if requested, to furnish Verizon certificates or other adequate proof of such insurance acceptable to Verizon. If RNK or RNK's contractors fail to maintain insurance as required in Sections 21.1 through 21.5, above, Verizon may purchase such insurance and RNK shall reimburse Verizon for the cost of the insurance. Certificates furnished by RNK or RNK's agents, representatives, or contractors shall contain a clause stating: Verizon shall be notified in writing at least thirty (30) days prior to cancellation of, or any material change in, the insurance.

21.4 Any deductibles, self-insured retentions or loss limits ("Retentions") for the foregoing insurance must be disclosed on the certificates of insurance to be provided to Verizon pursuant to Section 21.3, and Verizon reserves the right to reject any such Retentions in its reasonable discretion. All Retentions shall be the responsibility of RNK.

22.0 TERM AND TERMINATION

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22.1 This Agreement shall be effective as of the Effective Date and, unless terminated earlier in accordance with the terms hereof, shall continue in effect until February 4, 2002 (the "Initial Term"), and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein.

22.2 This Agreement shall be null and void if neither Party has ordered a facility, service or arrangement hereunder by February 4, 2002.

22.3 Upon the expiration of the Initial Term or at any time thereafter, either Party may terminate this Agreement by providing written notice of termination to the other Party, such written notice to be received at least three (3) months, but not greater than nine (9) months, in advance of the date of termination. In the event of such termination, if neither Party has requested renegotiation of a new interconnection agreement, the service arrangements made available under this Agreement and existing at the time of termination shall, unless otherwise agreed to by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis for a period not to exceed six (6) months or until a new agreement is entered into, whichever occurs first.

22.4 If either Party seeks to renegotiate this Agreement, unless otherwise agreed by the Parties, it must provide written notice thereof to the other Party no earlier than nine(9) months prior to the end of the Initial Term. The date of a Party's receipt of the other Party's request to renegotiate shall hereinafter be referred to as the "Renegotiation Request Date." Any such request shall be deemed by both Parties to be a good faith request for Interconnection pursuant to Section 252 of the Act (or any successor provision), regardless of which Party made such request. If the Parties do not execute a new interconnection agreement within the respective periods set under the Act, either Party may exercise its applicable rights under the Act.

22.5 If either Party requests renegotiation of this Agreement pursuant to Section 22.4 hereof, this Agreement shall remain in effect as set forth in this Section 22.0 until the earlier of (a) the Parties' execution of a new interconnection agreement or (b) the passage of nine (9) months after the Renegotiation Request. If a new Interconnection Agreement negotiated by the Parties has not been duly executed within nine (9) months after the Renegotiation Request Date, the service arrangements made available under this Agreement and existing at that time shall, unless otherwise agreed by the Parties, continue without interruption under (a) standard Interconnection terms and conditions approved and made generally effective by the Commission, (b) Tariff terms and conditions generally available to CLECs or (c) if none of the above is available, under the terms of this Agreement on a month-to-month basis for a period not to exceed six (6) months or until the Parties' new interconnection agreement is executed, whichever occurs first. Upon execution of the Parties' new interconnection agreement, that agreement shall govern the Parties' Interconnection service arrangements, rather than items (a), (b) or (c) above.

22.6 During the Term of this Agreement, if RNK wishes to exercise any rights it may have under Section 252(i) of the Act, it shall do so according to section 28.11 of this Agreement

22.7 If either Party defaults in the payment of any amount due hereunder, except amounts properly disputed under this Agreement, or if either Party materially violates any other material provision of this Agreement, and such default or violation shall continue for sixty (60) days after written notice thereof, the other Party may terminate this Agreement or suspend the provision of any or all services, facilities and arrangements hereunder by providing written notice to the defaulting Party. At least twenty-five (25) days prior to the effective date of such termination or suspension, the other Party must provide the defaulting Party and the appropriate federal and/or state regulatory bodies with written notice of its intention to terminate the Agreement or suspend service if the default is not cured. Notice shall be posted by overnight mail, return receipt requested. If the defaulting Party cures the default or violation within the sixty (60) day period, the other Party shall not terminate the Agreement or suspend service provided hereunder but shall be entitled to recover all reasonable

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costs, if any, incurred by it in connection with the default or violation, including, without limitation, costs incurred to prepare for the termination of the Agreement or the suspension of service provided hereunder.

23.0 DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, **NEITHER PARTY MAKES OR RECEIVES** ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES OR ARRANGEMENTS PROVIDED HEREUNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM ANY OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT, AND WARRANTIES ARISING BY TRADE CUSTOM, TRADE USAGE, COURSE OF DEALING OR PERFORMANCE, OR OTHERWISE.

24.0 INDEMNIFICATION

24.1 Verizon agrees to indemnify, defend and hold harmless RNK, RNK's affiliates, and the directors, officers and employees of RNK and RNK's affiliates from and against any and all Losses resulting from any claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of Verizon, Verizon's affiliates, or the directors, officers, employees, agents or contractors of Verizon or Verizon's affiliates; or

(b) made, instituted, or asserted by Verizon's own Customer(s) against RNK, RNK's affiliates, or the directors, officers or employees of RNK or RNK's affiliates arising out of RNK's provision of services to Verizon under this Agreement (except for a Loss as to which RNK is obligated to indemnify Verizon under Section 24.2(a)).

24.2 RNK agrees to indemnify, defend and hold harmless Verizon, Verizon's affiliates, and the directors, officers and employees of Verizon and Verizon's affiliates from and against any and all Losses resulting from any and all claims, demands, suits, governmental proceedings, or other actions:

(a) relating to personal injury to or death of any person, or damage to, or destruction or loss of, real and/or personal property, of any person, arising from transactions or activities relating to this Agreement, to the extent such injury, death, damage, destruction or loss, was proximately caused by the negligent or otherwise tortious acts or omissions of RNK, RNK's affiliates, or the directors, officers, employees, agents or contractors of RNK or RNK's affiliates; or

(b) made, instituted, or asserted by RNK's own Customer(s) against Verizon, Verizon's affiliates, or the directors, officers or employees of Verizon or Verizon's affiliates arising out of Verizon's provision of services to RNK under this Agreement (except for a Loss as to which Verizon is obligated to indemnify RNK under Section 24.1(a)).

24.3 Nothing in Sections 24.1 and 24.2 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party or other persons who are to be indemnified under Sections 24.1 and 24.2 ("Indemnified Party/Person") under this Agreement, any other contract, any applicable Tariff(s), or Applicable Law, relating to the indemnified Party's provision of services, facilities or arrangements to the indemnifying Party under this Agreement.

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24.4 A Party's obligation to indemnify, defend and hold harmless an Indemnified Party/ Person as provided herein shall be conditioned upon the following:

(a) The Indemnified Party/Person shall promptly notify the indemnifying Party of any action taken against the Indemnified Party/Person relating to the indemnification. However, the failure to give such notice shall release the indemnifying Party from its obligations under this Section 24.0 only to the extent the failure to give such notice has prejudiced the indemnifying Party.

(b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party/Person may engage separate legal counsel only at the Indemnified Party/Person's sole cost and expense.

(c) In no event shall the indemnifying Party settle or consent to any judgment in an action without the prior written consent of the Indemnified Party/Person, which consent shall not be unreasonably withheld. However, in the event the settlement or judgment requires a contribution from or affects the rights of the Indemnified Party/Person, the Indemnified Party/Person shall have the right to refuse such settlement or judgment and, at its own cost and expense, take over the defense against such Loss, provided that in such event the indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the Indemnified Party/Person against, the Loss for any amount in excess of such refused settlement or judgment.

(d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs and Customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant.

(e) The Indemnified Party/Person shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

24.5 Each Party agrees that it will not implead or bring any action against the other Party or its affiliates, or any of their respective directors, officers, agents or employees, based on any claim by any person for personal injury or death that occurs in the course or scope of employment of such person by the other Party and that arises out of performance of this Agreement.

24.6 Notwithstanding any other provision of this Agreement, with respect to Verizon's provision of Line Sharing to RNK hereunder, each Party shall release, indemnify, defend and hold harmless the other Party for any Loss suffered, made, instituted, or asserted by the other Party's Customer(s) that arise from disruptions to that Customer's service or from any violation of Applicable Law governing the privacy of the Customer's communications, and that are proximately caused by the grossly negligent or willful acts or omissions of the indemnifying Party in connection with a Line Sharing arrangement.

25.0 LIMITATION OF LIABILITY

25.1 Except where such limitation is expressly prohibited by Applicable Law, the liability, if any, of either Party to the other Party or to any other person for damages, claims or other losses arising out of failure to comply with a direction to install, restore or terminate services, facilities or arrangements, or out of failures, mistakes, omissions, interruptions, delays, errors, defects or the like occurring in the course of furnishing any services, facilities or arrangements hereunder (collectively, "Errors") shall be determined in accordance with the terms of the applicable Tariff(s) of the providing Party. In the event no legally effective Tariff provision limiting or excluding the liability of the providing Party shall apply, the providing Party's liability for such Errors shall not exceed an amount equal to the pro rata applicable monthly charge for the services, facilities or arrangements that are subject to the Errors for the period in which such Errors occur.

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25.2 Neither Party shall be liable to the other Party or to any other person in connection with the provision or use of services, facilities or arrangements offered under this Agreement for indirect, incidental, consequential, reliance, punitive, or like damages, including, without limitation, damages for lost revenues, profits or savings, or other commercial or economic loss (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, tort or otherwise, including, without limitation, negligence of a Party, even if the other Party has been advised of the possibility of such damages; provided that nothing in this Section 25 shall limit a Party's indemnification obligations under this Agreement.

26.0 PERFORMANCE STANDARDS FOR SPECIFIED ACTIVITIES

26.1 Verizon shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law, including, but not limited to, Section 251(c) of the Act and 47 CFR §§ 51.305(a)(3), 51.311(a) and (b) and 51.603(b).

26.2 To the extent required by Appendix D, Section V, "Carrier-to-Carrier Performance Plan (Including Performance Measurements)," and Appendix D, Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of the Merger Order, Verizon shall provide performance measurement results to RNK.

26.3 RNK shall provide Services under this Agreement in accordance with the performance standards required by Applicable Law.

27.0 COMPLIANCE WITH LAWS; REGULATORY APPROVAL

27.1 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action to which the other Party is not a party that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

27.2 The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC as an integral part of Verizon's application pursuant to Section 271(d) of the Act. In the event that any one or more of the provisions contained herein in Verizon's reasonable determination is likely to adversely affect Verizon's application pursuant to Section 271(d) of the Act, the Parties agree to make such revisions necessary to eliminate the inconsistency or amend the application-affecting provision(s).

27.3 In the event of a change in Applicable Law (including, without limitation, any legislative, regulatory, judicial or other legal action) that materially affects any material term of this Agreement, the rights or obligations of either Party hereunder, or the ability of either Party to perform any material provision hereof, the Parties shall renegotiate in good faith such affected provisions with a view toward agreeing to acceptable new terms as may be required or permitted as a result of such legislative, regulatory, judicial or other legal action.

27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial, regulatory or other governmental authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to RNK hereunder, then Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to RNK, unless a different notice

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period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) in the decision, order or determination for termination of such service, facility, arrangement or benefit, in which event such specified period and/or conditions shall apply.

28.0 MISCELLANEOUS

28.1 Authorization

28.1.1 Verizon represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder.

28.1.2 RNK represents and warrants that it is a Corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

28.1.3 RNK represents that it is a provider of Telephone Exchange Service to residential and business subscribers offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from another entity and the resale of the Telecommunications Services of other carriers.

28.2 Independent Contractor; Disclaimer of Agency

Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable Federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable unemployment or workers' compensation acts. Each Party shall have sole authority and responsibility to hire, fire and otherwise control its employees. Except for provisions herein expressly authorizing a Party to act for another Party, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

28.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any governmental or legal body; labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other acts or occurrences beyond the Party's reasonable control, in each case regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement (any of the foregoing, a "Force Majeure Event"). In such event, the non-performing Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The non-performing Party shall use commercially reasonable efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or

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cease. Notwithstanding the above, in no case shall a Force Majeure Event excuse either Party from the obligation to pay money when due under this Agreement, nor require the non-performing Party to settle any labor dispute except as the non-performing Party, in its sole discretion, determines appropriate.

28.4 Confidentiality

28.4.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, that is furnished by one Party to the other Party and that:

- (a) contains Customer specific, facility specific, or usage specific information, other than Customer information communicated for the purpose of publication or directory database inclusion, or
- (b) is in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary," or
- (c) is communicated orally and declared to the receiving Party at the time of delivery, and by written notice given to the receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party.

28.4.2 Each Party shall keep all of the other Party's Proprietary Information confidential in the same manner it holds its own Proprietary Information confidential (which in all cases shall be no less than in a commercially reasonable manner) and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing or to enforce its rights hereunder (provided that the Party wishing to disclose the other Party's Proprietary Information submits the same to the Commission or courts of competent jurisdiction, as applicable, under a request for a protective order).

28.4.3 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information that:

- (a) was, at the time of receipt, already known to the receiving Party free of any obligation to keep it confidential as evidenced by written records prepared prior to delivery by the disclosing Party; or
- (b) is or becomes publicly known through no wrongful act of the receiving Party; or
- (c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- (d) is independently developed by an employee, agent, or contractor of the receiving Party that does not have any direct or indirect access to the Proprietary Information; or
- (e) is approved for release by written authorization of the disclosing Party; or
- (f) is required to be made public by the receiving Party pursuant to Applicable Law, provided that the receiving Party shall have made commercially reasonable efforts to give adequate notice of the requirement to the disclosing Party in order to enable the disclosing Party to seek protective orders.

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28.4.4 Following termination or expiration of this Agreement, and upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic, electromagnetic or otherwise, except that the receiving Party may retain one copy for archival purposes only.

28.4.5 Notwithstanding any other provision of this Agreement, the provisions of this Section 28.4 shall apply to all Proprietary Information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

28.5 Choice of Law

The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the state in which this Agreement is to be performed, except for its conflicts of laws provisions. In addition, insofar as and to the extent Federal law may apply, Federal law will control.

28.6 Taxes

28.6.1 In General With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local tax, fee, surcharge or other tax-like charge (a "Tax") is required or expressly permitted by Applicable Law or Tariff to be collected from the purchasing Party by the providing Party, then (i) the providing Party shall properly bill the purchasing Party for such Tax, (ii) the purchasing Party shall timely remit such Tax to the providing Party and (iii) the providing Party shall timely remit such collected Tax to the applicable taxing authority.

28.6.2 Taxes Imposed on the Providing Party With respect to any purchase hereunder of services, facilities or arrangements, if any federal, state or local Tax is imposed by Applicable Law on the receipts of the providing Party, and such Applicable Law permits the providing Party to exclude certain receipts received from sales for resale to a public utility, distributor, telephone company, local exchange carrier, Telecommunications company or other communications company ("Telecommunications Company"), such exclusion being based solely on the fact that the purchasing Party is also subject to a tax based upon receipts ("Receipts Tax"), then the purchasing Party (i) shall provide the providing Party with notice in writing in accordance with Section 28.6.6 of this Agreement of its intent to pay the Receipts Tax and (ii) shall timely pay the Receipts Tax to the applicable tax authority.

28.6.3 Taxes Imposed on Customers With respect to any purchase hereunder of services, facilities or arrangements that are resold to a third party, if any federal, state or local Tax is imposed by Applicable Law on the subscriber, end-user, Customer or ultimate consumer ("Subscriber") in connection with any such purchase, which a Telecommunications Company is required to impose and/or collect from a Subscriber, then the purchasing Party (i) shall be required to impose and/or collect such Tax from the Subscriber and (ii) shall timely remit such Tax to the applicable taxing authority.

28.6.4 Liability for Uncollected Tax, Interest and Penalty If the providing Party has not received an exemption certificate and fails to collect any Tax as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, (i) the purchasing Party shall remain liable for such uncollected Tax and (ii) the providing Party shall be liable for any interest assessed thereon and any penalty assessed with respect to such uncollected Tax by such authority. Subject to the conditions of Section 28.8, if the providing Party properly bills the purchasing Party for any Tax but the purchasing Party fails to remit such Tax to the providing Party as required by Section 28.6.1, then, as between the providing Party and the purchasing Party, the purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. If the providing Party does not collect any Tax as required by Section 28.6.1 because the purchasing Party has provided such providing Party with an exemption certificate that is later found to be inadequate by a taxing authority, then, as between the providing Party and the purchasing Party, the

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purchasing Party shall be liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority.

If the purchasing Party fails to pay the Receipts Tax as required by Section 28.6.2, then, as between the providing Party and the purchasing Party, (x) the providing Party shall be liable for any Tax imposed on its receipts and (y) the purchasing Party shall be liable for any interest assessed thereon and any penalty assessed upon the providing Party with respect to such Tax by such authority. If the purchasing Party fails to impose and/or collect any Tax it is required or has agreed to collect from Subscribers as required by Section 28.6.3, then, as between the providing Party and the purchasing Party, the purchasing Party shall remain liable for such uncollected Tax and any interest assessed thereon, as well as any penalty assessed with respect to such uncollected Tax by the applicable taxing authority. With respect to any Tax that the purchasing Party has agreed to pay, or is required to impose on and/or collect from Subscribers, the purchasing Party agrees to indemnify and hold the providing Party harmless on an after-tax basis for any costs incurred by the providing Party as a result of actions taken by the applicable taxing authority to recover the Tax from the providing Party due to the failure of the purchasing Party to timely pay, or collect and timely remit, such Tax to such authority. In the event either Party is audited by a taxing authority, the other Party agrees to cooperate fully with the Party being audited in order to respond to any audit inquiries in a proper and timely manner so that the audit and/or any resulting controversy may be resolved expeditiously.

28.6.5 Tax Exemptions and Exemption Certificates If Applicable Law clearly exempts a purchase hereunder from a Tax, and if such Applicable Law also provides an exemption procedure, such as an exemption-certificate requirement, then, if the purchasing Party complies with such procedure, the providing Party shall not collect such Tax during the effective period of such exemption. Such exemption shall be effective upon receipt of the exemption certificate or affidavit in accordance with the terms set forth in Section 28.6.6. If Applicable Law clearly exempts a purchase hereunder from a Tax, but does not also provide an exemption procedure, then the providing Party shall not collect such Tax if the purchasing Party (i) furnishes the providing Party with a letter signed by an officer requesting such an exemption and citing the provision in the Applicable Law which clearly allows such exemption and (ii) supplies the providing Party with an indemnification agreement, reasonably acceptable to the providing Party (*e.g.*, an agreement commonly used in the industry), which holds the providing Party harmless on an after-tax basis with respect to its forbearing to collect such Tax.

28.6.6 All notices, affidavits, exemption-certificates or other communications required or permitted to be given by either Party to the other, for purposes of this Section 28.6, shall be made in writing and shall be delivered in person or sent by certified mail, return receipt requested, or registered mail, or a courier service providing proof of service, and sent to the addressees set forth in Section 28.10 as well as to the following:

To Verizon:	Tax Administration Verizon Communications 1095 Avenue of the Americas Room 3109 New York, NY 10036
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To RNK:	General Counsel RNK Telecom 333 Elm St. Dedham, MA 02026
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Either Party may from time to time designate another address or other addressees by giving notice in accordance with the terms of this Section 28.6. Any notice or other communication shall be deemed to be given when received.

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28.7 Assignment

Neither Party may assign this Agreement or any of its rights or obligations hereunder to a third party without the written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate, with the other Party's prior written consent, upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability, and authority to provide satisfactory performance under this Agreement and that the proposed assignee is in good standing with the other Party. Any assignment or delegation in violation of this Section 28.7 shall be void and ineffective and constitute a default of this Agreement. For the purposes of this Section, the term "affiliate" shall mean any entity that controls, is controlled by, or is under common control with the assigning Party.

28.8 Billing and Payment; Disputed Amounts

28.8.1 Except as may otherwise be provided in this Agreement, each Party shall submit to the other Party on a monthly basis in an itemized form, statement(s) of charges incurred by the other Party under this Agreement. Except as otherwise provided under this Agreement, payments of amounts billed under this Agreement, whether billed on a monthly basis or as otherwise provided herein, shall be due, in immediately available U.S. funds, on the later of the following dates (the "Due Date") (a) the due date specified on the billing Party's statement, or (b) twenty (20) days from the date of receipt of such statement by the billed Party. Payments shall be transmitted by electronic funds transfer.

28.8.2 Although it is the intent of both Parties to submit timely and accurate statements of charges, failure by either Party to present statements to the other Party in a timely manner shall not constitute a breach or default, or a waiver of the right to payment of the incurred charges, by the billing Party under this Agreement, and, except for assertion of a provision of Applicable Law that limits the period in which a suit or other proceeding can be brought before a court or other governmental entity of appropriate jurisdiction to collect amounts due, the billed Party shall not be entitled to dispute the billing Party's statement(s) based on such Party's failure to submit them in a timely fashion;.

28.8.3 If any portion of an amount billed by a Party under this Agreement is subject to a good faith dispute between the Parties, the billed Party shall give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. A Party may also dispute prospectively with a single notice a type of charge that it disputes. Notice of a dispute may be given by a Party at any time, either before or after an amount is paid, and a Party's payment of an amount shall not constitute a waiver of such Party's right to subsequently dispute its obligation to pay such amount or to seek a refund of any amount paid. The billed Party shall pay by the Due Date all undisputed amounts. Billing disputes shall be subject to the terms of Section 28.9.

28.8.4 Within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, unless otherwise agreed to by the Parties, if the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business, each of the Parties shall appoint a designated representative who has authority to settle the dispute. The designated representatives shall confer as often as they reasonably deem necessary, in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

28.8.5 Unless otherwise agreed to by the Parties, if the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 28.8.4, or if either Party fails to appoint a designated representative within thirty (30) days of the end of the sixty (60) day period referred to Section 28.8.4, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to this Agreement or law or equity.

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28.8.6 The Parties agree that all negotiations pursuant to this Section 28.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

28.8.7 Charges which are not paid by the Due Date, shall be subject to a late payment charge. The late payment charge shall be an amount specified by the billing Party, not exceed a rate of one and one half percent (1 1/2%) of the overdue amount (including any unpaid previously billed late payment charges) per month.

28.9 Dispute Resolution

Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties, in the first instance. Should such negotiations fail to resolve the dispute in a reasonable time, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

28.10 Notices

Except as otherwise provided in this Agreement, notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested, or (d) delivered by telecopy to the following addresses of the Parties:

To RNK:

General Counsel
RNK Telecom
333 Elm St.
Dedham, MA 02026
Facsimile: 781-297-9836

To Verizon:

Director-Contract Performance & Administration
Verizon Wholesale Markets
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Telephone Number: 972-718-5988
Facsimile Number: 972-719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President & Associate General Counsel
Verizon Wholesale Market:
1515 North Court House Road
Suite 500
Arlington, VA 22201

Facsimile: 703-351-3664

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or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail, or (iv) on the date set forth on the confirmation in the case of telecopy.

28.11 Section 252(i) Obligations

28.11.1 To the extent required under Applicable Law, each Party shall comply with the requirements of Section 252(i) of the Act.

28.11.2 To the extent that the exercise by RNK of any rights it may have under such Section 252(i) results in the rearrangement of facilities by Verizon, RNK shall be solely liable for all actual costs associated therewith.

28.11.3 If RNK wishes to exercise any rights it may have under Section 252(i), RNK shall provide written notice thereof to Verizon. Upon such written notice, the Parties will work together to implement RNK's Section 252(i) rights, if any.

28.12 Joint Work Product

This Agreement is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

28.13 No Third Party Beneficiaries

Except as expressly set forth in this Agreement, this Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder.

28.14 No Licenses

28.14.1 Nothing in this Agreement shall be construed as the grant of a license with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Except as expressly stated in this Agreement, neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

28.14.2 Except as stated in Section 28.14.4, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its Customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any service, facility or arrangement by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

28.14.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EACH PARTY OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL

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NOT GIVE RISE TO A CLAIM OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT.

28.14.4 RNK agrees that the Services provided by Verizon hereunder shall be subject to the terms, conditions and restrictions contained in any applicable agreements (including, but not limited to software or other intellectual property license agreements) between Verizon and Verizon's vendors. Verizon agrees to advise RNK, directly or through a third party, of any such terms, conditions or restrictions that may limit any RNK use of a Service provided by Verizon that is otherwise permitted by this Agreement. At RNK's written request, to the extent required by Applicable Law, Verizon will use Verizon's best efforts, as commercially practicable, to obtain intellectual property rights from Verizon's vendor to allow RNK to use the Service in the same manner as Verizon that are coextensive with Verizon's intellectual property rights, on terms and conditions that are equal in quality to the terms and conditions under which Verizon has obtained Verizon's intellectual property rights. RNK shall reimburse Verizon for the actual cost of obtaining such rights.

28.15 Technology Upgrades

Notwithstanding any other provision of this Agreement and subject to the notice provisions in Section 9.5, Verizon shall have the right to deploy, upgrade, migrate and maintain its network at its discretion. The Parties acknowledge that Verizon, at its election, may deploy fiber throughout its network and that such fiber deployment may inhibit or facilitate RNK's ability to provide service using certain technologies. Verizon shall publish reasonable notice (e.g. through industry letters, websites or other appropriate means) of upgrades that may require action by RNK to accommodate such upgrades, and RNK shall be solely responsible for the cost and effort of accommodating such changes in its own network. Nothing in this Agreement shall limit Verizon's ability to modify its network through the incorporation of new equipment, new software or otherwise. RNK shall be solely responsible for the cost and effort of accommodating such changes in its own network.

28.16 Survival

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement (including, without limitation, the obligation to pay amounts owed hereunder (to include indemnification obligations) and the obligation to protect the other Party's Proprietary Information) shall survive the termination or expiration of this Agreement.

28.17 Entire Agreement

The terms contained in this Agreement and any Schedules, Exhibits, Tariffs and other documents or instruments referred to herein that are incorporated into this Agreement by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede any and all prior understandings, proposals and other communications, oral or written regarding such subject matter. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

28.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

28.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

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Notwithstanding the preceding sentence, either Party may add or delete Tariffs, or change its Tariffs, at any time without the consent of the other Party. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

28.20 Successors and Assigns

This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assigns.

28.21 Publicity and Use of Trademarks or Service Marks

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in connection with the sale of products and services, or in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

Neither Party may imply any direct or indirect affiliation with or sponsorship or endorsement of its company, products and services by the other Party.

Any violation of this section 28.21 shall be considered a material breach of this Agreement.

28.22 Cooperation With Law Enforcement

Verizon may cooperate with law enforcement authorities to the full extent required or permitted by Applicable Law in matters related to services provided by Verizon hereunder, including, but not limited to, the production of records; the establishment of new lines or the installation of new services on an existing line in order to support law enforcement operations; and the installation of wiretaps, trap-or-trace devices and pen registers. Verizon shall not have the obligation to inform the Customers of RNK of such law enforcement requests, except to the extent required by Applicable Law. Where a law enforcement request relates to the establishment of new lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of services on existing lines, Verizon may take measures to prevent RNK from obtaining access to information concerning such lines or services through operations support system interfaces, whenever an appropriate governmental authority so requests. A request that the existence of the lines or services not be disclosed shall be interpreted as including a request to block access to information concerning the lines or services through operations support system interfaces. Verizon will not be liable to any person for any economic harm, personal injury, invasion of any right of privacy, or any other harm, loss or injury, caused or claimed to be caused, directly or indirectly, by actions taken by Verizon to block, or by its failure to block, access to information concerning particular lines or services through operations support systems interfaces or otherwise.

28.23 CLEC Certification

Notwithstanding any other provision of this Agreement, Verizon shall have no obligation to perform under this Agreement until such time as RNK has obtained a Certificate of Public Convenience and Necessity (CPCN) or such other Commission authorization as may be required by law as a condition for conducting business in Maine as a local exchange carrier.

28.24 Severability

In the event that any provision of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement, and this Agreement shall be construed as if it did not contain such invalid or unenforceable provision.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

RNK Inc d/b/a RNK Telecom

VERIZON NEW ENGLAND INC.,
d/b/a VERIZON MAINE

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice President - Interconnection
Services, Policy and Planning

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INTRODUCTION TO MAINE PRICING SCHEDULE

Unless otherwise agreed to by the Parties, Exhibit A contains rates the Parties shall charge on a reciprocal basis for the specific services identified herein.

Except as otherwise provided for in this Agreement, when the Maine Public Utilities Commission approves actual rates in the cost proceeding, Docket 97-505, et al., those rates shall apply to any network element or service provided by Verizon to RNK under this Agreement.

If the Commission approves additional or different rates and/or rate structures at a later time, unless otherwise agreed to by the Parties herein, the rates and/or rate structures established by the Commission at a later time shall become the rates and/or rate structures established herein. The Parties agree that those rates and/or rate structures shall be applied prospectively only.

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VERIZON MAINE INC. AND RNK

PRICING SCHEDULE¹²

A. INTERCONNECTION

	Verizon Service	Rate
1.	Negotiated Rate for Reciprocal Compensation Traffic delivered to a Verizon-IP or to a RNK IP	\$0.008/minute of use (mou) Charged in accordance with Sections 4 and 5, as appropriate
2.	Access charges for termination of intrastate and interstate Toll Traffic	Per Verizon FCC No. 11 interstate and Maine PUC No. 17 intrastate access tariffs (charged in conjunction with Reciprocal Compensation Traffic, using Traffic Factor 1 and Traffic Factor 2, as appropriate)
3.	Entrance facilities, and transport, as appropriate, for Interconnection at Verizon End Office, Tandem Office, Serving Wire Center, or other Point of Interconnection	Per Verizon FCC No. 11 interstate and Maine PUC 17 intrastate access tariffs for Feature Group D service.

II. Transit Service

a. Tandem Transit Service

Rates: (Day) = \$0.008717* per minute (Eve) = \$0.010598* per minute
(Night) = \$0.001776* per minute

b. Dedicated Transit Service

		<u>Monthly charges</u>
(1) 1.544 Mbps Connection:	2(DS-1 SAC)#	\$ 3.70*
(2) 45 Mbps Connection:	2(DS-3 SAC)#	\$55.68*

#Rate = twice the applicable charge for the appropriate Service Access Charge ("SAC")

¹ All rates and/or rate structures set forth herein, that are marked with an asterisk ("*"), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Reciprocal Compensation Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.

² It is Verizon's position, that Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.

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Non-recurring charges

Standard Interval

(3) Service Order Charge	\$21.48* (per order)
(4) Service Connection Charge	\$43.39* (per connection)
(5) Service Installation Charge	\$ 9.87* (per connection)

Expedited Interval

(3) Service Order Charge	\$31.85* (per order)
(4) Service Connection Charge	\$60.01* (per connection)
(5) Service Installation Charge	\$13.99* (per connection)

B. UNBUNDLED NETWORK ELEMENTS

I. Unbundled Database Access

a. 800/888 Database

Reciprocal Compensation: 800 Database (refer to I above)
(charged to originating Party).

800 Database query: \$0.001786* per query

b. LIDB

Access to Signal Systems and Call Related Databases :

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
LIDB Access: Scp Query	\$0.001394 * Per Query	Not Applicable
LIDB Record Management		Not Applicable
Record Charge (During Recovery Period)	\$0.034600* Per Record/Month	Not Applicable
Record Charge (After Recovery Period)	\$0.002300* Per Record/Month	Not Applicable
LIDB Database Load Charge		Not Applicable
<= 10,000 Records	\$38.47* Per Hour	Not Applicable
> 10,000 Records	\$158.57* Per Hour	Not Applicable

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II. Unbundled Local Loops³

(a). Monthly Recurring Charges

(1) ULL facility: ULL type	Statewide
(per month)	
2-Wire Analog Voice Grade	\$17.53*
4-Wire Analog Voice Grade	\$52.46*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$43.79*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$43.79*
4-Wire DS-1-compatible Digital Grade	\$238.84*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$17.53*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$17.53*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$17.53*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$17.53*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$43.79*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$17.53*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$17.53*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$52.46*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$52.46*
2 Wire SDSL compatible ULL	\$43.79*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$43.79*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$43.79*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$43.79*

(2) Service Access Charge: ULL type	(per month)
Voice Grade/DS-0	\$0.30*
DS-1	\$1.85*

³ In compliance with the FCC order approving the merger of GTE Corporation and Bell Atlantic (CC Docket No. 98-1840), Verizon will offer limited duration promotional discounts on residential UNE Loops. The terms and conditions on which these promotional discounts are being made available can be found on <http://www.verizon.com/wise> for former GTE service areas and former Bell Atlantic service areas.

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(b) Non-Recurring Charges

(1) Service Order Charge (per order)						
ULL Type	Standard Interval			Expedite		
	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$0.00*	\$10.17*	\$14.18*	\$0.00*	\$15.07*	\$21.02*
4-Wire Analog Voice Grade	\$0.00*	\$10.17*	\$14.18*	\$0.00*	\$15.07*	\$21.02*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
4-Wire DS-1-compatible Digital Grade	\$64.44*	\$64.44*	\$64.44*	\$99.55*	\$99.55*	\$99.55*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$64.44*	\$64.44*	\$64.44*	\$99.55*	\$99.55*	\$99.55*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$64.44*	\$64.44*	\$64.44*	\$99.55*	\$99.55*	\$99.55*
2 Wire SDSL compatible ULL	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$6.08*	\$16.25*	\$20.26*	\$9.02*	\$24.09*	\$30.04*

(2) Service Connection Charge: (per loop)		
ULL Type	Service Connection: Standard	Service Connection: CO Wiring
2-Wire Analog Voice Grade	\$45.93*	\$19.41*
4-Wire Analog Voice Grade	\$45.93*	\$19.41*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$45.93*	\$19.41*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$45.93*	\$19.41*
4-Wire DS-1-compatible Digital Grade	\$123.55*	\$39.87*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$45.93*	\$19.41*

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2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$45.93*	\$19.41*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$45.93*	\$19.41*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$45.93*	\$19.41*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$45.93*	\$19.41*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$45.93*	\$19.41*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$45.93*	\$19.41*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$123.55*	\$39.87*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$123.55*	\$39.87*
2 Wire SDSL compatible ULL	\$45.93*	\$19.41*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$45.93*	\$19.41*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$45.93*	\$19.41*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$45.93*	\$19.41*

(3) Installation Dispatch (per dispatch)				
Installation Dispatch (per dispatch)				TC Not Ready
ULL Type	1 ULL	2-9 ULL	10+ ULL	(per occasion)
2-Wire Analog Voice Grade	\$73.93*	\$82.34*	\$89.42*	\$77.37*
4-Wire Analog Voice Grade	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$73.93*	\$82.34*	\$89.42*	\$77.37*
4-Wire DS-1-compatible Digital Grade	\$89.86*	\$89.86*	\$89.86*	\$77.37*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*

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4-Wire HDSL compatible ULL (up to 12,000 feet)	\$89.86*	\$89.86*	\$89.86*	\$77.37*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$89.86*	\$89.86*	\$89.86*	\$77.37*
2 Wire SDSL compatible ULL	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$73.93*	\$82.34*	\$89.42*	\$77.37*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$73.93*	\$82.34*	\$89.42*	\$77.37*

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(4) Manual Intervention Surcharge (where mechanized interface available but not used)						
Standard Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
4-Wire Analog Voice Grade	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
4-Wire DS-1-compatible Digital Grade	\$6.87*	\$6.87*	\$6.87*	\$0.00*	\$0.00*	\$0.00*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 18,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$6.87*	\$6.87*	\$6.87*	\$0.00*	\$0.00*	\$0.00*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$6.87*	\$6.87*	\$6.87*	\$0.00*	\$0.00*	\$0.00*
2 Wire SDSL compatible ULL	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$34.91*	\$68.33*	\$311.91*	\$11.96*	\$11.96*	\$11.96*

Expedited Interval	Service Order (per order)			Svc Connection Chg (per ULL)		
ULL Type	1 ULL	2-9 ULL	10+ ULL	1 ULL	2-9 ULL	10+ ULL
2-Wire Analog Voice Grade	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire Analog Voice Grade	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2-Wire ISDN Digital Grade (2 Wire Digital Premium Loops)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire DS-1-compatible Digital Grade	\$10.19*	\$10.19*	\$10.19*	\$0.00*	\$0.00*	\$0.00*
2 Wire ADSL compatible ULL (up to 12,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*

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2 Wire ADSL compatible ULL (up to 18,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removed	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2-Wire HDSL compatible ULL (up to 12,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
4-Wire HDSL compatible ULL (up to 12,000 feet)	\$10.19*	\$10.19*	\$10.19*	\$0.00*	\$0.00*	\$0.00*
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap Removal	\$10.19*	\$10.19*	\$10.19*	\$0.00*	\$0.00*	\$0.00*
2 Wire SDSL compatible ULL	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire SDSL compatible ULL with Bridged Tap removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire IDSL compatible ULL (up to 18,000 feet)	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	\$51.76*	\$101.32*	\$462.49*	\$11.96*	\$11.96*	\$11.96*

(5) Misdirected Trouble Dispatches (charge per occasion)

- | | | |
|-----|------------------------------------|-----------|
| (a) | Dispatch IN (to Central Office) | \$75.50* |
| (b) | Dispatch IN (EXPEDITE) | \$102.58* |
| (c) | Dispatch OUT (to Customer Premise) | \$148.09* |
| (d) | Dispatch OUT (EXPEDITE) | \$197.49* |

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(c) Digital Loops and Digital Designed Loops (Conditioning)

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
Standard Digital Loops	All: \$.64*/ Mechanized Loop Qualification/ Loop	All: \$115.43*/ Manual Loop Qualification/ Loop
2 Wire ADSL compatible ULL (up to 12,000)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire ADSL compatible ULL (12,000 up to 18,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire HDSL compatible ULL (up to 12,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
4 Wire HDSL compatible ULL (up to 12,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire SDSL compatible ULL	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
2 Wire IDSL compatible ULL (up to 18,000 feet)	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
Digital Designed Loops		
2 Wire ADSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire ADSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire Digital Designed Metallic ULL (up to 30,000 Feet) Non-loaded with Bridged Tap options	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)

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<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
		\$708.96* Required Removal of Load Coils (up to 21,000 feet)
		\$941.11* Required Removal of Load Coils (up to 27,000 feet)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire Digital Designed Metallic ULL with ISDN Loop Extension Electronics	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$708.96* Required Removal of Load Coils (up to 21,000 feet)
		\$941.11* Required Removal of Load Coils (up to 27,000 feet)
		\$863.58* Addition of Range Electronics
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
4 Wire HDSL compatible ULL (up to 12,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01* Removal of one Bridged Tap per Request

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<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charges:</u>
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire SDSL compatible ULL with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge
2 Wire IDSL compatible ULL (up to 18,000 feet) with Bridged Tap removal	See Sections B.II. (a) and (b)	See Sections B.II. (a) and (b)
		\$220.01* Removal of one Bridged Tap per Request
		\$531.63* Removal of Multiple Bridged Taps per Loop per Request
		\$150.50* Engineering Query
		\$687.40* Engineering Work Order Charge

III. Unbundled IOF

(a) Monthly Recurring Charges

(1) Dedicated Transport:		
Facility (per month)	Interoffice Mileage FIXED	Interoffice Mileage / MILE
DS-1	\$103.27*	\$0.22*
DS-3	\$791.63*	\$6.22*
OC-3	\$1,455.74*	\$18.65*
OC-12	\$3,575.40*	\$74.59*

(2) Service Access Charge: IOF	(per month)
DS-1	\$1.85*

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DS-3	\$27.84*
OC-3	\$22.14*
OC-12	\$22.14*

(3) Unbundled Multiplexing		
DS-1 to DS-0 (1/0 Mux)	(per mux/per month)	\$503.49*
DS-3 to DS-1 (3/1 Mux)	(per mux/per month)	\$211.97*

(b) Non-Recurring Charges

Standard Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$23.63*	\$23.63*	\$23.63*	\$23.63*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) Service Connection: Provisioning (per facility)	\$198.44*	\$198.44*	\$198.44*	\$222.72*
(4) Service Connection: Installation (per facility)	\$136.20*	\$301.23*	\$301.23*	\$377.82*
Expedited Interval	DS-1	DS-3	OC-3	OC-12
(1) Service Order (per order)	\$35.04*	\$35.04*	\$35.04*	\$35.04*
(2) Manual Intervention Surcharge (per order)	\$0.00*	\$0.00*	\$0.00*	\$0.00*
(3) Service Connection: Provisioning (per facility)	\$226.00*	\$226.00*	\$226.00*	\$260.06*
(4) Service Connection: Installation (per facility)	\$193.03*	\$426.90*	\$426.90*	\$535.44*

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IV. Unbundled Common Channel Signaling and Call-Related Database Access

Rate Element	UNIT	RATE
TC Switched Service-Optional Features		
<u>SS7 Signaling Modifications</u>		
Re-Home D-Link	Per Pair	\$188.00*
A-Link to D-Link Conversion	Per Pair	\$141.00*
Change in Hub Providers	Per Pair	\$94.00*
NPA/NXX Input Charge	Per 10 Codes	\$23.50*
<u>Common Channel Signaling</u>		
STP Port	Port/Month	\$752.00*
Service Access Charge	Port/Month	\$0.60*
Signaling Usage Rate	Per Message	\$0.000195*
Assumed Usage	Port/month	\$0.200000*
Service Order Charge	Per Request	\$64.44*
STP Order Processing Charge	Per Request	\$288.67*
Installation Charge	Per Pair	\$96.07*
<u>STP Translation Charges: A-Links</u>		
Basic ISUP	Per STP Pair	\$141.00*
ISUP + TCAP	Per STP Pair	\$188.00*
800 DB Queries	Per STP Pair	\$94.00*
LIDB Queries	Per STP Pair	\$94.00*
Class Features	Per STP Pair	\$94.00*
NPA/Nxx Input Charge	Per 10 Codes	\$23.50*
Calling Name	Per STP Pair	\$94.00*
AIN Queries (Verizon)	Per STP Pair	\$94.00*
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00*
<u>STP Translation Charges: D-Links</u>		
Basic ISUP	Per STP Pair	\$235.00*
ISUP + TCAP	Per STP Pair	\$329.00*
800 DB Queries	Per STP Pair	\$94.00*
LIDB Queries	Per STP Pair	\$94.00*
Class Features	Per STP Pair	\$94.00*
NPA/Nxx Input Charge	Per 10 Codes	\$23.50*
Calling Name	Per STP Pair	\$94.00*
AIN Queries (Verizon)	Per STP Pair	\$141.00*
TC to TC (Telephone Carrier)	Per STP Pair	\$141.00*
Subsequent STP Translations	TC Orig. Pt.	\$47.00*
End Office Translations	TC Orig. Pt.	\$7.99*
<u>Testing Set-Up</u>	<u>Per TC Switch & TELCO STP Pair</u>	
MTP: Levels 2 & 3		\$522.48*
ISUP		\$522.48*
800 DB Queries		\$65.31*
LIDB Queries		\$65.31*

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Rate Element	UNIT	RATE
Class Features		\$65.31*
Calling Name		\$65.31*
<u>Testing</u>	<u>Per TC Switch & TELCO STP Pair</u>	
MTP: Levels 2 & 3		\$694.24*
ISUP		\$1,041.36*
800 DB Queries		\$86.78*
LIDB Queries		\$43.39*
Class Features		\$43.39*
Calling Name		\$43.39*

Service Management System

Rate Element	UNIT	RATE
<u>Development Charges</u>		
Service Establishment (NRC)		ICB
Service Creation Access Port	Port/month	ICB
Service Creation Usage		
Remote Access	Per day	ICB
On-Premise Access	Per day	ICB
Certification & Testing	Per hour (rounded to 1/4 hr.)	ICB
Help Desk Support	Per hour (rounded to 1/4 hr.)	ICB
AIN ISCP Record Provisioning	Per 15 min.	ICB
<u>Deployment Charges</u>		
AIN ISCP & Record Charge	Per line/month	ICB
AIN ISCP Query & Resp. Message Charge	Per ACU/Query	ICB
Trigger Charge	Per Query	ICB
SS7 & Transport for AIN Message	Per Query	ICB

V. Unbundled Local Switching

(a) Monthly Recurring Charges

Dedicated Local Switch Ports	Urban	Suburban	Rural
(per month)			
(1) Local Switching Analog Port	\$2.24*	\$2.07*	\$1.82*
(2) Local Switching Integrated DLC Port (TR-08) per interface group (consisting of 4 DS1 ports)	\$457.92*	\$445.44*	\$705.60*
(3) Local Switching DS1 DID/DOD/PBX Port Per DS1 trunk port	\$73.92*	\$68.88*	\$64.32*
(4) Local Switching ISDN-BRI Port	\$26.55*	\$30.84*	\$29.11*
(5) Local Switching ISDN-PRI Port	\$412.80*	\$371.84*	\$371.84*
(6) Local Switching Digital Trunk Port per DS1	\$167.04*	\$162.48*	\$176.40*

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Local Switching Port Additives (Features)	Urban	Suburban	Rural
(per month)			
(1) Centrex	\$0.7767*	\$0.7767*	\$0.7767*
(2) Ringmate	\$0.9267*	\$0.9267*	\$0.9267*
(3) Three-Way Calling	\$0.3451*	\$0.3517*	\$0.3300*
(4) Speed Calling	\$0.00*	\$0.000600*	\$0.002400*
(5) Call Waiting	\$0.00*	\$0.000300*	\$0.001100*
(6) Call Forwarding – Don't Answer	\$0.00*	\$0.000100*	\$0.000200*
(7) Call Forwarding – Busy	\$0.00*	\$0.000100*	\$0.000200*
(8) Call Forwarding – Variable	\$0.00*	\$0.000100*	\$0.000600*

Local Switching Usage	Urban	Suburban	Rural
(per minute of use)			
(1) Local Switching Trunk Port (Day)	\$0.000863*	\$0.000904*	\$0.000925*
(2) Local Switching Trunk Port (Eve)	\$0.001096*	\$0.001149*	\$0.001176*
(3) Local Switching Trunk Port (Night)	\$0.000000*	\$0.000000*	\$0.000000*
(4) Local Switching Usage (Day)	\$0.003197*	\$0.005262*	\$0.009101*
(3) Local Switching Usage (Eve)	\$0.003871*	\$0.006074*	\$0.010106*
(4) Local Switching Usage (Night)	\$0.000707*	\$0.002263*	\$0.005389*

Shared Interoffice Trunking and Tandem Resources	Statewide
(per minute of use)	
(1) Unbundled Shared Tandem Transport Charge (UTTC) (Day)	\$0.001870*
(2) Unbundled Shared Tandem Transport Charge (UTTC) (Eve)	\$0.000550*
(3) Unbundled Shared Tandem Transport Charge (UTTC) (Night)	\$0.000000*
(4) Unbundled Common Transport Charge (UCTC) (Day)	\$0.000886*
(5) Unbundled Common Transport Charge (UCTC) (Eve)	\$0.001127*
(6) Unbundled Common Transport Charge (UCTC) (Night)	\$0.000000*
(7) Unbundled Toll Common Transport Charge (UTCTC) (Day)	\$0.007151*
(8) Unbundled Toll Common Transport Charge (UTCTC) (Eve)	\$0.002316*
(9) Unbundled Toll Common Transport Charge (UTCTC) (Night)	\$0.000308*
(10) Unbundled Tandem Transit Switching Charge (TTS) (Day)	\$0.008717*
(11) Unbundled Tandem Transit Switching Charge (TTS) (Eve)	\$0.010598*
(12) Unbundled Tandem Transit Switching Charge (TTS) (Night)	\$0.001776*

Service Access Charge: Switching	(per month)
Voice Grade/DS-0	\$0.30*
DS-1	\$1.85*
DS-3	\$27.84*

(b) Non-Recurring Charges

End Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per order)	\$0.00*	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$21.48*	\$31.85*
(3) Service charge (per port)	\$142.12*	\$188.40*
(4) Installation (CO wiring) (per port)	\$15.00*	\$21.26*

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End Office Line Ports	Standard Interval
(1) Service Order (per order)	\$0.00*
(2) Manual Intervention Surcharge (per order)	\$21.48*
(3) Service charge (per port) (BRI and Analog Ports)	\$14.88*
(4) Service charge (per port) (for DS1 DID/DOD/PBX Port, PRI)	\$142.12*
(5) Installation (CO wiring) (per port) (BRI and Analog Ports),	\$9.87*
(6) Installation (CO wiring) (per port) (DS1 DID/DOD/PBX Port, PRI)	\$15.00*
(7) Integrated DLC ports are priced on an Individual Case Basis	ICB

Integrated DLC ports are priced on an Individual Case Basis

Switching Feature Activation	Standard Interval
(1) Call Forwarding – Busy	\$0.94*
(2) Call Forwarding – Don't Answer	\$0.94*
(3) Call Forwarding – Variable	\$0.94*
(4) Call Waiting	\$0.94*
(5) Centrex Intercom Dialing	\$0.94*
(6) Custom Ringing	\$0.94*
(7) Speed Calling	\$0.94*
(8) Three Way Calling	\$0.94*
(9) Subsequent addition/change	\$0.94*

Miscellaneous Switching Charges	Standard Interval
(1) Network Design Request (per hour)	\$65.31*
(2) Line Port Traffic Study Set-Up (per study)	\$65.39*
(3) Line Port Traffic Study (per week)	\$44.61*
(4) Channel activation - subsequent	\$14.88*
(5) TC not ready	\$77.37*

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VI. Unbundled Tandem Switching

(a) Monthly Recurring Charges

Dedicated Tandem Switch Ports	Statewide
(per month)	
(1) Tandem Switching Digital Trunk Port	\$142.56*

Tandem Switching Usage	Day
(per minute of use)	
(1) Tandem Trunk Port (Day)	\$0.003071*
(2) Tandem Trunk Port (Eve)	\$0.003903*
(3) Tandem Trunk Port (Night)	\$0.000000*
(4) Tandem Usage (Day)	\$0.002575*
(5) Tandem Usage (Eve)	\$0.002792*
(4) Tandem Usage (Night)	\$0.001776*

(b) Non-Recurring Charges

Tandem Office Trunk Ports	Standard Interval	Expedited Interval
(1) Service Order (per port)	\$0*	\$0*
(2) Manual Intervention Surcharge (per port)	\$21.48*	\$31.85*
(3) Service charge (per order)	\$162.55*	\$214.34*
(4) Installation (CO wiring) (per port)	\$15.00*	\$21.26*

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VII. Network Interface Device (NID)

NETWORK INTERFACE DEVICE (NID)	
Time: first 30 minutes	\$77.37*
Subsequent 30 minutes (period or part)	\$18.59*
TC not ready (per occasion)	\$77.37*
2 Wire NID (per NID/ month)	\$0.72*
4 Wire NID (per NID/ month)	\$0.86*

VIII. Intrastate Collocation

Pending approval of rates and/or rate structures filed for intrastate collocation, all intrastate collocation services shall be charged at rates found in Maine PUC Tariff No. 20.

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IX. Line Sharing

Rate Element	\$ Amount	Mo.	NRC	* Option 1 ⁴	* Option 2 VERIZON installs	* Option 2 CLEC vendor installs
Application Fee - Augment	\$1500*		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Engineering & Implementation Fee -Additional Cabling	\$2323.41*		X	Not applicable unless adding line-sharing terminations	(1)	(1)
Splitter Installation Cost	\$1369.60*		X	Not applicable	(1)	
POT VERIZON/Splitter Termination, 2 Wire VG	\$.11*	X		(2) SAC ⁵ s	(2) SACs	(2) SACs

Both Option 1 and Option 2 assume there is an existing Collocation Arrangement.

(1) = one required

(2) = two required

⁴ Option 1: A CLEC-provided splitter shall be provided, installed and maintained by the CLEC in their own Collocation space. Rearrangements are the responsibility of the CLEC. Verizon dial tone is routed through the splitter in the CLEC Collocation area. Option 2: Verizon will install, inventory and maintain CLEC provided splitter in Verizon space within the Serving Central Office of the lines being provided. Verizon will have control of the splitter and will direct any required activity.

⁵ Service Access Charge (SAC) is the same as Interconnection Access Charge or a cross connect.

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Rate Element	\$ Amount	Mo.	NRC	* Option 1	Option 2 VERIZON installs	* Option 2 CLEC vendor installs
SAC Cable & Frame Termination, 2Wire VG	\$.19*	X		(2) SACs	(2) SACs	(2) SACs
**Verizon/Splitter Support– Per Shelf	\$3.34*	X			(1)	(1)
Maintenance of Splitter Equipment per splitter	\$51.52*	X		(1)	(1)	(1)
WideBand Test Access per line	\$2.01*	X		(1)	(1)	(1)

** Although this rate assumes that each relay rack contains 14 splitter shelves, the rate applies only to the shelves that CLEC actually uses in a given relay rack.

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Rate Element	\$ Amount	Mo.	NRC	* Option 1	Option 2 VERIZON installs	* Option 2 CLEC vendor installs
Service Order	\$9.59*		X	(1)	(1)	(1)
Expedite	\$14.88*					
Central Office Wiring Initial	\$41.53*		X	(1)	(1)	(1)
Expedite	\$59.40*					
Central Office Wiring Additional	\$20.66*		X	(1)	(1)	(1)
Expedite	\$29.55*					
Provisioning	\$0.27*		X	(1)	(1)	(1)
Expedite	\$0.40*					
Field Installation Dispatch	\$121.35*		X	(1)	(1)	(1)
Expedite	\$170.92*					
Manual Intervention Surcharge	\$28.26*		X	(1)	(1)	(1)
Expedite	\$43.86*					
TC Not Ready	\$77.37*		X	(1)	(1)	(1)
Loop Qualification Data Base per link	\$0.64*	X		(1)	(1)	(1)
Manual Loop Qualification	\$115.43*		X	(1)	(1)	(1)
Engineering Query	\$150.50*		X	(1)	(1)	(1)
Engineering Work Order	\$687.40*		X	(1)	(1)	(1)
OSS Charges	TBD					
Unbundled Loop	\$0.00*	X				
Conditioning charges	Per interim state specific conditioning rates		X			
Trouble Dispatch Misdirects				(1)	(1)	(1)
Dispatch In	\$75.50*		X			
Expedite Dispatch In	\$102.58*		X			
Dispatch Out	\$148.09*		X			
Expedite Dispatch Out	\$197.49*		X			

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X. UNE Remand Items

(a) Recurring Charges

Service or Element Description:	Recurring Charges
LOOPS	
DS3 Loops	Fixed
Loop Fiber per ¼ mi.	\$850.87*
	\$15.41*
DDS loops (4-wire)	
Urban	\$70.73*
Suburban	\$81.72*
Rural	\$90.03*
Stand-alone NID – 2 Wire - NID-to-NID	\$.72*
Stand-alone NID – 4 Wire- NID-to-NID	\$.86*
Stand-alone NID – DS1 (with smart jack)	\$6.63*
NID – 2 Wire per NID/month	\$.72*
NID – 4 Wire per NID/month	\$.86*
NID - Shared NID (multiple loops in a single NID)	\$6.63
TC not ready- per occasion	\$77.37*
Time: first 30 minutes	\$77.37*
Subsequent 15 minutes (period or part)	\$9.29*

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Service or Element Description:	Recurring Charges
SWITCH/PLATFORM	
Centrex Platform Features	
CTX Intercom	\$2.5758*
CTX Announcement	\$2.0774*
3-Way Conference (CTX)	\$0.3419*
Automatic Callback	\$0.7965*
Distinctive Ring	\$0.0365*
Loudspeaker Paging	\$13.0290*
Meet-Me Conference (DMS only)	\$1.0132*
Selective Call Acceptance	\$0.0893*
Selective Call Forwarding	\$0.0248*
Selective Call Rejection	\$0.3015*
Six Way Conference	\$1.9619*
Music - on - Hold	-
Station Message Detail Record to Premise- CTX (DMS only)	\$52.0557*
UNE-P Combinations	
# All monthly rates and usage charges associated with the individual network elements included in the UNE-P arrangements apply in accordance with rate regulations established for those elements.	

Service or Element Description:	Recurring Charges
EEL Combinations	
<u>Rates and Charges-Recurring</u>	
EEL Test Charge	
2 Wire Analog per loop	
2 Wire Digital per loop	\$0.19*
4 Wire Analog per loop	\$0.46*
4 Wire Digital (56 kbps) per loop	\$0.54*
DS1 (1.5 mbps) per loop	\$0.58*
DS3 (45 mbps) per loop	\$7.64*
	\$5.52*
VG/DS0 EEL Mileage (Recurring)	
Inter-Office Mileage	
1. Fixed	
2. Per Mile Charge	\$8.67*
	\$.01*

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Service or Element Description:	Recurring Charges
IOF	
STS-1	
Fixed per month	\$1004.32*
Variable per mile per month	\$18.41*
Service Access Charge (SAC) STS-1	\$27.84*
Interconnection Access Charge (IAC)	\$17.26*

Service or Element Description:	Recurring Charges
Subloops at FDI	
2-wire Subloop	
Urban	\$9.24*
Suburban	\$11.08*
Rural	\$16.01 *
4-wire Subloop	
Urban	\$12.67*
Suburban	\$16.03*
Rural	\$25.72*
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g.DSLAM)	ICB
Campus Wire- Continuous Property	ICB
House and Riser	
Building Access- per pair	\$0.47*
Floor Access- per floor risen, per pair	\$0.01*
Dark Fiber Loops	
Dark Fiber Loop - per ¼ Mile (per pair)	\$23.56*
Loop Fixed Charge per pair	\$7.23*
Serving Wire Center Charge/SWC/pair	\$25.80*
Dark Fiber IOF	
Dark Fiber – IOF Mileage per pair per mile	\$71.12*
Serving Wire Center Charge/SWC/pair	\$25.80*
IOF Channel Termination-	

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Per 1/4 Mile (per pair)	\$17.78*
IOF Channel Termination Fixed Charge	\$16.80*

(b) Non-Recurring Charges

Service or Element Description:	New Service
LOOPS	
DS3 Loops	
Service Order	\$23.63*
Service Order – Expedite	\$35.04*
Manual Intervention Surcharge	\$0.00*
Manual Intervention Surcharge- Expedite	\$0.00*
Service Connection -Other	\$198.44*
Service Connection -Other- Expedite	\$226.00*
Service Connection – CO Wiring	\$301.23*
Service Connection- CO Wiring- Expedite	\$426.90*
Installation Dispatch Out	\$89.86*
Installation Dispatch Out- Expedite	\$89.86*
DDS Loops (4 Wire)	
Service Order	\$64.44*
Service Order – Expedite	\$95.55*
Manual Intervention Surcharge	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*
Service Connection -Other	\$123.55*
Service Connection -Other- Expedite	\$123.55*
Service Connection – CO Wiring	\$39.87*
Service Connection- CO Wiring- Expedite	\$39.87*
Installation Dispatch Out	\$89.86*
Installation Dispatch Out- Expedite	\$89.86*
Stand-alone NID – 2 Wire,	\$.72*
Stand-alone NID – 4 Wire,	\$.86*
Shared NID	TBD
Stand-alone NID – DS1	\$6.63*
Service Order	\$0.00*
Service Order – Expedite	\$0.00*
Manual Intervention Surcharge	\$21.05*
Manual Intervention Surcharge- Expedite	\$31.21*
Installation Dispatch Out	\$51.13*
Installation Dispatch Out- Expedite	\$67.71*

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Service or Element Description:	New Service	Migration
SWITCH/PLATFORM		
UNE Centrex platform		
Single Link		
Service Order	\$0.00*	\$0.00*
Service Order – Expedite	\$0.00*	\$0.00*
Manual Intervention Surcharge	\$21.05*	\$40.38*
Manual Intervention Surcharge- Expedite	\$31.21*	\$59.88*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	N/A
Service Connection- CO Wiring- Expedite	\$9.87*	N/A
Installation Dispatch Out	\$73.93*	N/A
Installation Dispatch Out- Expedite	\$73.93*	N/A
2 to 9 links		
Service Order	\$0.00*	\$14.18*
Service Order – Expedite	\$0.00*	\$21.02*
Manual Intervention Surcharge	\$61.86*	\$70.88*
Manual Intervention Surcharge- Expedite	\$91.73*	\$105.11*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	N/A
Service Connection- CO Wiring- Expedite	\$9.87*	N/A
Installation Dispatch Out	\$82.34*	N/A
Installation Dispatch Out- Expedite	\$82.34*	N/A
10+ Links		
Service Order	\$14.18*	\$14.18*
Service Order – Expedite	\$21.02*	\$21.02*
Manual Intervention Surcharge	\$340.24*	\$300.72*
Manual Intervention Surcharge- Expedite	\$504.50*	\$445.90*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	N/A
Service Connection- CO Wiring- Expedite	\$9.87*	N/A
Installation Dispatch Out	\$89.42*	N/A
Installation Dispatch Out- Expedite	\$89.42*	N/A

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UNE ISDN Centrex Platform	New Service	Migration
Single Link		
Service Order	\$21.48*	\$0.00*
Service Order – Expedite	\$31.85*	\$0.00*
Manual Intervention Surcharge	\$21.05*	\$40.38*
Manual Intervention Surcharge- Expedite	\$31.21*	\$59.88*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$73.93*	NA
Installation Dispatch Out- Expedite	\$73.93*	NA
2 to 9 Links		
Service Order	\$21.48*	\$14.18*
Service Order – Expedite	\$31.85*	\$21.02*
Manual Intervention Surcharge	\$61.86*	\$70.88*
Manual Intervention Surcharge- Expedite	\$91.73*	\$105.11*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87	NA
Installation Dispatch Out	\$82.34*	NA
Installation Dispatch Out- Expedite	\$82.34*	NA
10+ Links		
Service Order	\$35.66*	\$14.18*
Service Order – Expedite	\$52.87*	\$21.02*
Manual Intervention Surcharge	\$340.24*	\$300.72*
Manual Intervention Surcharge- Expedite	\$504.50*	\$445.90*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$89.42*	NA
Installation Dispatch Out- Expedite	\$89.42*	NA
UNE ISDN-PRI Platform	New Service	Migration
Service Order	\$64.44*	\$64.44*
Service Order – Expedite	\$95.55*	\$95.55*
Manual Intervention Surcharge	\$6.87*	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*	\$10.19*
Service Connection –Other	\$236.12*	\$76.53*
Service Connection -Other- Expedite	\$282.40*	\$98.37*
Service Connection – CO Wiring	\$15.00*	NA
Service Connection- CO Wiring- Expedite	\$21.26*	NA

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Installation Dispatch Out	\$89.86*	NA
Installation Dispatch Out- Expedite	\$89.86*	NA
UNE DS1 DID / DOD / PBX Service Platform	New Service	Migration
Service Order	\$64.44*	\$64.44*
Service Order – Expedite	\$95.55*	\$95.55*
Manual Intervention Surcharge	\$6.87*	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*	\$10.19*
Service Connection –Other	\$236.12*	\$76.53*
Service Connection -Other- Expedite	\$282.40*	\$98.37*
Service Connection – CO Wiring	\$15.00*	NA
Service Connection- CO Wiring- Expedite	\$21.26*	NA
Installation Dispatch Out	\$89.86*	NA
Installation Dispatch Out- Expedite	\$89.86*	NA
UNE Coin/PAL Platform Service	New Service	Migration
Single Link		
Service Order	\$0.00*	\$0.00*
Service Order – Expedite	\$0.00*	\$0.00*
Manual Intervention Surcharge	\$21.05*	\$40.38*
Manual Intervention Surcharge- Expedite	\$31.21*	\$59.88*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$73.93*	NA
Installation Dispatch Out- Expedite	\$73.93*	NA
2 to 9 Links		
Service Order	\$0.00*	\$14.18*
Service Order – Expedite	\$0.00*	\$21.02*
Manual Intervention Surcharge	\$61.86*	\$70.88*
Manual Intervention Surcharge- Expedite	\$91.73*	\$105.11*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$82.34*	NA
Installation Dispatch Out- Expedite	\$82.34*	NA
10+ Links		
Service Order	\$14.18*	\$14.18*
Service Order – Expedite	\$21.02*	\$21.02*
Manual Intervention Surcharge	\$340.24*	\$300.72*
Manual Intervention Surcharge- Expedite	\$504.50*	\$445.90*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA

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Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$89.42*	NA
Installation Dispatch Out- Expedite	\$89.42*	NA
UNE POTS Platform	New Service	Migration
Single Link		
Service Order	\$0.00*	\$0.00*
Service Order – Expedite	\$0.00*	\$0.00*
Manual Intervention Surcharge	\$21.05*	\$40.38*
Manual Intervention Surcharge- Expedite	\$31.21*	\$59.88*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$73.93*	NA
Installation Dispatch Out- Expedite	\$73.93*	NA
2 to 9 Links		
Service Order	\$0.00*	\$14.18*
Service Order – Expedite	\$0.00*	\$21.02*
Manual Intervention Surcharge	\$61.86*	\$70.88*
Manual Intervention Surcharge- Expedite	\$91.73*	\$105.11*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$82.34*	NA
Installation Dispatch Out- Expedite	\$82.34*	NA
10+ Links		
Service Order	\$14.18*	\$14.18*
Service Order – Expedite	\$21.02*	\$21.02*
Manual Intervention Surcharge	\$340.24*	\$300.72*
Manual Intervention Surcharge- Expedite	\$504.50*	\$445.90*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$89.42*	NA
Installation Dispatch Out- Expedite	\$89.42*	NA
UNE ISDN BRI Platform	New Service	Migration
Single Link		
Service Order	\$21.48*	\$0.00*
Service Order – Expedite	\$31.85*	\$0.00*
Manual Intervention Surcharge	\$21.05*	\$40.38*

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Manual Intervention Surcharge- Expedite	\$31.21*	\$59.88*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$73.93*	NA
Installation Dispatch Out- Expedite	\$73.93*	NA
2 to 9 Links		
Service Order	\$21.48*	\$14.18*
Service Order – Expedite	\$31.85*	\$21.02*
Manual Intervention Surcharge	\$61.86*	\$70.88*
Manual Intervention Surcharge- Expedite	\$91.73*	\$105.11*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$82.34*	NA
Installation Dispatch Out- Expedite	\$82.34*	NA
10+ Links		
Service Order	\$35.66*	\$14.18*
Service Order – Expedite	\$52.87*	\$21.02*
Manual Intervention Surcharge	\$340.24*	\$300.72*
Manual Intervention Surcharge- Expedite	\$504.50*	\$445.90*
Service Connection –Other	\$2.54*	\$2.14*
Service Connection -Other- Expedite	\$2.54*	\$2.14*
Service Connection – CO Wiring	\$9.87*	NA
Service Connection- CO Wiring- Expedite	\$9.87*	NA
Installation Dispatch Out	\$89.42*	NA
Installation Dispatch Out- Expedite	\$89.42*	NA
UNE Foreign Exchange (FX)- Platform - POTS	New Service	Migration
Single Link		
Service Order	\$0.00*	\$0.00*
Service Order – Expedite	\$0.00*	\$0.00*
Manual Intervention Surcharge	\$21.05*	\$40.38*
Manual Intervention Surcharge- Expedite	\$31.21*	\$59.88*
Service Connection –Other	\$200.98*	\$2.14*
Service Connection -Other- Expedite	\$228.54*	\$2.14*
Service Connection – CO Wiring	\$129.10*	NA
Service Connection- CO Wiring- Expedite	\$171.92*	NA
Installation Dispatch Out	\$73.93*	NA
Installation Dispatch Out- Expedite	\$73.93*	NA
2 to 9 Links		
Service Order	\$0.00*	\$14.18*
Service Order – Expedite	\$0.00*	\$21.02*

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Manual Intervention Surcharge	\$61.86*	\$70.88*
Manual Intervention Surcharge- Expedite	\$91.73*	\$105.11*
Service Connection –Other	\$200.98*	\$2.14*
Service Connection -Other- Expedite	\$228.54*	\$2.14*
Service Connection – CO Wiring	\$129.10*	NA
Service Connection- CO Wiring- Expedite	\$171.92*	NA
Installation Dispatch Out	\$82.34*	NA
Installation Dispatch Out- Expedite	\$82.34*	NA
10+ Links		
Service Order	\$14.18*	\$14.18*
Service Order – Expedite	\$21.02*	\$21.02*
Manual Intervention Surcharge	\$340.24*	\$300.72*
Manual Intervention Surcharge- Expedite	\$504.50*	\$445.90*
Service Connection –Other	\$200.98*	\$2.14*
Service Connection -Other- Expedite	\$228.54*	\$2.14*
Service Connection – CO Wiring	\$129.10*	NA
Service Connection- CO Wiring- Expedite	\$171.92*	NA
Installation Dispatch Out	\$89.42*	NA
Installation Dispatch Out- Expedite	\$89.42*	NA
UNE Foreign Exchange (FX) Platform- ISDN-BRI		
Single Link		
Service Order	\$21.48*	\$0.00*
Service Order – Expedite	\$31.85*	\$0.00*
Manual Intervention Surcharge	\$21.05*	\$40.38*
Manual Intervention Surcharge- Expedite	\$31.21*	\$59.88*
Service Connection –Other	\$200.98*	\$2.14*
Service Connection -Other- Expedite	\$228.54*	\$2.14*
Service Connection – CO Wiring	\$129.10*	NA
Service Connection- CO Wiring- Expedite	\$171.92*	NA
Installation Dispatch Out	\$73.93*	NA
Installation Dispatch Out- Expedite	\$73.93*	NA
2 to 9 Links		
Service Order	\$21.48*	\$14.18*
Service Order – Expedite	\$31.85*	\$21.02*
Manual Intervention Surcharge	\$61.86*	\$70.88*
Manual Intervention Surcharge- Expedite	\$91.73*	\$105.11*
Service Connection –Other	\$200.98*	\$2.14*
Service Connection -Other- Expedite	\$228.54*	\$2.14*
Service Connection – CO Wiring	\$129.10*	NA
Service Connection- CO Wiring- Expedite	\$171.92*	NA
Installation Dispatch Out	\$82.34*	NA
Installation Dispatch Out- Expedite	\$82.34*	NA
10+ Links		
Service Order	\$35.66*	\$14.18*
Service Order – Expedite	\$52.87*	\$21.02*

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Manual Intervention Surcharge	\$340.24*	\$300.72*
Manual Intervention Surcharge- Expedite	\$504.50*	\$445.90*
Service Connection –Other	\$200.98*	\$2.14*
Service Connection -Other- Expedite	\$228.54*	\$2.14*
Service Connection – CO Wiring	\$129.10*	NA
Service Connection- CO Wiring- Expedite	\$171.92*	NA
Installation Dispatch Out	\$89.42*	NA
Installation Dispatch Out- Expedite	\$89.42*	NA
UNE Foreign Exchange (FX) Platform- ISDN-PRI		
Service Order	\$64.44*	\$64.44*
Service Order – Expedite	\$95.55*	\$95.55*
Manual Intervention Surcharge	\$6.87*	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*	\$10.19*
Service Connection –Other	\$434.56*	\$76.53*
Service Connection -Other- Expedite	\$508.40*	\$98.37*
Service Connection – CO Wiring	\$191.07*	NA
Service Connection- CO Wiring- Expedite	\$254.16*	NA
Installation Dispatch Out	\$89.86*	NA
Installation Dispatch Out- Expedite	\$89.86*	NA
UNE Foreign Exchange (FX) Platform- DS1 DID / DOD / PBX		
Service Order	\$64.44*	\$64.44*
Service Order – Expedite	\$95.55*	\$95.55*
Manual Intervention Surcharge	\$6.87*	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*	\$10.19*
Service Connection –Other	\$434.56*	\$76.53*
Service Connection -Other- Expedite	\$508.40*	\$98.37*
Service Connection – CO Wiring	\$191.07*	NA
Service Connection- CO Wiring- Expedite	\$254.16*	NA
Installation Dispatch Out	\$89.86*	NA
Installation Dispatch Out- Expedite	\$89.86*	NA

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Service or Element Description:	New Service
EEL	
EEL VG/DSO Mileage (Recurring)	TBD
Inter-Office Mileage	
1. Fixed	TBD
2. Per Mile Charge	TBD

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Service or Element Description:	New Service
IOF	
STS-1	
Service Order	\$23.63*
Service Order – Expedite	\$35.04*
Manual Intervention Surcharge	\$0.00*
Manual Intervention Surcharge- Expedite	\$0.00*
Service Connection –Other	\$198.44*
Service Connection -Other- Expedite	\$226.00*
Service Connection – CO Wiring	\$301.23*
Service Connection- CO Wiring- Expedite	\$426.90*

Service or Element Description:	New Service
Subloops at FDI	
UNE Subloop Arrangement (USLA) 2 Wire -New	
Initial	
Service Order	\$21.48*
Service Order – Expedite	\$31.85*
Manual Intervention Surcharge	\$21.05*
Manual Intervention Surcharge- Expedite	\$31.21*
Service Connection –Other	\$1.60*
Service Connection -Other- Expedite	\$1.60*
Installation Dispatch Out	\$119.70*
Installation Dispatch Out- Expedite	\$158.52*
Additional	
Service Order	\$21.48*
Service Order – Expedite	\$31.85*
Manual Intervention Surcharge	\$21.05*
Manual Intervention Surcharge- Expedite	\$31.21*
Service Connection –Other	\$1.60*
Service Connection -Other- Expedite	\$1.60*
Installation Dispatch Out	\$46.83*
Installation Dispatch Out- Expedite	\$62.02*
Subloop 2 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration)	
Initial	
Service Order	\$21.48*
Service Order – Expedite	\$31.85*
Manual Intervention Surcharge	\$21.05*
Manual Intervention Surcharge- Expedite	\$31.21*
Service Connection –Other	\$49.63*
Service Connection -Other- Expedite	\$49.63*

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Installation Dispatch Out	\$136.35*
Installation Dispatch Out- Expedite	\$180.57*
Additional	
Service Order	\$21.48*
Service Order – Expedite	\$31.85*
Manual Intervention Surcharge	\$21.05*
Manual Intervention Surcharge- Expedite	\$31.21*
Service Connection –Other	\$49.63*
Service Connection -Other- Expedite	\$49.63*
Installation Dispatch Out	\$63.16*
Installation Dispatch Out- Expedite	\$85.65*
UNE Subloop Arrangement (USLA) 4 Wire – New	
Initial	
Service Order	\$64.44*
Service Order – Expedite	\$95.55*
Manual Intervention Surcharge	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*
Service Connection –Other	\$1.60*
Service Connection -Other- Expedite	\$1.60*
Installation Dispatch Out	\$150.49*
Installation Dispatch Out- Expedite	\$199.30*
Additional	
Service Order	\$64.44*
Service Order – Expedite	\$95.55*
Manual Intervention Surcharge	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*
Service Connection –Other	\$1.60*
Service Connection -Other- Expedite	\$1.60*
Installation Dispatch Out	\$82.50*
Installation Dispatch Out- Expedite	\$109.26*
Subloop 4 Wire Loop Through – UNE Subloop Arrangement (USLA)- (Migration)	
Initial	
Service Order	\$64.44*
Service Order – Expedite	\$95.55*
Manual Intervention Surcharge	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*
Service Connection –Other	\$49.63*
Service Connection –Other- Expedite	\$49.63*
Installation Dispatch Out	\$152.61*
Installation Dispatch Out- Expedite	\$202.10*
Additional	
Service Order	\$64.44*

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Service Order – Expedite	\$95.55*
Manual Intervention Surcharge	\$6.87*
Manual Intervention Surcharge- Expedite	\$10.19*
Service Connection –Other	\$49.63*
Service Connection –Other- Expedite	\$49.63*
Installation Dispatch Out	\$75.94*
Installation Dispatch Out- Expedite	\$100.57*
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at Pole, Pedestal, X-box, CEV	ICB
Subloops at RT (e.g.DSLAM)	ICB
Subloops at NID (NIDless loops)	ICB
Campus Wire- Continuous Property	ICB
House and Riser	
Building Setup Service Cost Per 50 pair	\$112.00*
House and Riser Cable Service Installation Charge, -Per occasion	Time & Material
Building Access- per pair	\$0.47*
Floor Access- per floor risen, per pair	\$0.01*
Time ⁶ :	
First 30 minutes	\$77.37*
Subsequent 15 minutes	
Period or fraction thereof	\$9.29*
TC not Ready (per occasion)	\$77.37*

Dark Fiber IOF	New Service
Service Order Charge	
Service Order	\$61.39*
Service Order – Expedite	\$90.39*
Service Connection Charge	
Service Connection CO Wiring	\$40.04*
Service Connection CO Wiring –Expedite	\$56.42*
Service Connection- Other	\$210.15*
Service Connection- Other- Expedited	\$268.89*
Installation Dispatch Charge	\$142.99*
Installation Dispatch Charge- Expedited	\$189.36*
Dark Fiber Loop	

⁶ A dispatch of a technician during hours not sequential to that technician's normal scheduled tour of duty has a four -hour minimum charge.

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Service Order Charge	
Service Order	\$61.39*
Service Order – Expedite	\$90.39*

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Service Connection Charge	
Service Connection Charge -CO Wiring	\$36.20*
Service Connection CO Wiring –Expedite	\$51.01*
Service Connection Other	\$195.74*
Service Connection- Other Charge- Expedited	\$271.41*
Installation Dispatch Charge	\$142.99*
Installation Dispatch Charge- Expedited	\$189.36*
Record Review- per record	\$293.60*
Time & materials	
Network Transport Engineering-Planning per hour	\$51.21*
Network Transport Engineering- Planning- per hour- Expedited	\$72.24*
	\$51.21*
Network Transport Engineering- Design per hour	
Network Transport Engineering- Design per hour- Expedite	\$72.24*
OSP Operations per hour	\$50.01*
OSP Operations per hour- Expedite	\$68.20*
CO Frame per hour	\$39.48*
CO Frame per hour– Expedite	\$55.95*
SUBLOOP FEEDER	TBD
Subloop Feeder - DS1	
Subloop Feeder - DS3	TBD

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C. RESALE

I. Wholesale Discounts

Monthly discounts (per qualifying retail rate):

A. Where RNK purchases Verizon-provided Operator Services

- (1) Business 23.76% *
- (2) Residence 19.80% *

B. Where RNK does not purchase Verizon Operator Services

- (1) Business 25.74% *
- (2) Residence 23.03% *

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D. CUSTOMER USAGE DETAIL CHARGES

Record Charges

• Per record processed (EMR format)	\$0.004096*
• Per record processed (Tandem Subtending Arrangement/EMR)	\$0.004096*
• Per record transmitted	\$0.000118*
• Per tape/cartridge	\$20.12*

E. TIME AND MATERIAL CHARGES

Labor Rate, Per Hour or Fraction thereof

• Service Representative - Regular	\$42.96*
• Service Representative - Expedited	\$63.70*
• Technician - Regular	\$44.27 *
• Technician - Expedited	\$58.84 *

F. 911/E911 INTERCONNECTION

Monthly Rate:

A. \$252.00* per month for an unequipped DS1 Port and \$100* per month per voice grade trunk activated and equipped on the DS1 port.

B. \$0.05* per line per month for unbundled local Switching Element.

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G. OPERATIONS SUPPORT SYSTEM

a.1. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements during recover period:

OSS for UNE Providers		
(1) Access to Electronic Interface	(per month)	\$4,993.00*
(2) Transaction Cost	(per transaction)	\$1.25*
(3) Customer Record Retrieval	(per view)	\$0.14*
(4) Record Change Charge	(per change)	\$10.74*
(5) Design Change Charge	(per change)	\$10.74*
(6) Customer Loop Information	(per loop)	\$9.12*
(7) Data entry search (15 minute period)	(per period)	\$10.74*
(8) Out of scope request	(per request)	ICB

a.2. Rates for access to, development, maintenance and use of Operations Support Systems, as related to the provision of unbundled Network Elements after recovery period:

OSS for UNE Providers		
(1) Electronic Interface Maintenance Chg.	(per transaction)	\$0.41
(2) Customer Record Retrieval	(per view)	\$0.14*
(3) Record Change Charge	(per change)	\$10.74*
(4) Design Change Charge	(per change)	\$10.74*
(5) Customer Loop Information	(per loop)	\$9.12*
(6) Data entry search (15 minute period)	(per period)	\$10.74*
(7) Out of scope request	(per request)	ICB

b.1. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale during the recovery period:

OSS for Resellers		
(1) Recurring Establishment Charge	(per month)	\$2,606.00*
(2) Non-recurring establishment charge	(per transaction)	\$1.25*
(3) Complex Order Charge	(per line)	\$16.27*
(4) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(5) Customer Record Retrieval	(per view)	\$0.14*

b.2. Rates for all access to, development, maintenance and use of Operations Support Systems, as related to the provision of Resale after the recovery period:

OSS for Resellers		
(1)Electronic Interface Maintenance Chg	(per transaction)	\$0.41*
(2) Complex Order Charge	(per line)	\$16.27*
(3) Service Center Maintenance Charge	(resold line/month)	\$0.21*
(4) Customer Record Retrieval	(per view)	\$0.14*

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EXHIBIT B

NETWORK ELEMENT BONA FIDE REQUEST

1. Each Party shall promptly consider and analyze access to a new unbundled Network Element with the submission of a Network Element Bona Fide Request hereunder. The Network Element Bona Fide Request process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) ¶ 259 and n.603 or subsequent orders.

2. A Network Element Bona Fide Request shall be submitted in writing and shall include a technical description of each requested Network Element.

3. The requesting Party may cancel a Network Element Bona Fide Request at any time, but shall pay the other Party's reasonable and demonstrable costs of processing and/or implementing the Network Element Bona Fide Request up to the date of cancellation.

4. Within ten (10) business days of its receipt, the receiving Party shall acknowledge receipt of the Network Element Bona Fide Request.

5. Except under extraordinary circumstances, within thirty 30 days of its receipt of a Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a preliminary analysis of such Network Element Bona Fide Request. The preliminary analysis shall confirm that the receiving Party will offer access to the Network Element or will provide a detailed explanation that access to the Network Element is not technically feasible and/or that the request does not qualify as a Network Element that is required to be provided under the Act.

6. If the receiving Party determines that the Network Element Bona Fide Request is technically feasible and otherwise qualifies under the Act, it shall promptly proceed with developing the Network Element Bona Fide Request upon receipt of written authorization from the requesting Party. When it receives such authorization, the receiving Party shall promptly develop the requested services, determine their availability, calculate the applicable prices and establish installation intervals.

7. Unless the Parties otherwise agree, the Network Element Requested must be priced in accordance with Section 252(d)(1) of the Act.

8. As soon as feasible, but not more than ninety (90) days after its receipt of authorization to proceed with developing the Network Element Bona Fide Request, the receiving Party shall provide to the requesting Party a Network Element Bona Fide Request quote which will include, at a minimum, a description of each Network Element, the availability, the applicable rates and the installation intervals.

9. Within thirty (30) days of its receipt of the Network Element Bona Fide Request. quote, the requesting Party must either confirm its order for the Network Element Bona Fide Request pursuant to the Network Element Bona Fide Request quote or seek arbitration by the Commission pursuant to Section 252 of the Act.

10. If a Party to a Network Element Bona Fide Request believes that the other Party is not requesting, negotiating or processing the Network Element Bona Fide Request in good faith, or disputes a determination, or price or cost quote, or is failing to act in accordance with Section 251 of the Act, such Party may seek mediation or arbitration by the Commission pursuant to Section 252 of the Act.

EXHIBIT C

OPERATIONS SUPPORT SYSTEMS (OSS)

1. Verizon OSS SERVICES

1.1 Definitions

As used in this Exhibit C, the following terms shall have the meanings stated below:

1.1.1 “Verizon Operations Support Systems” means Verizon systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

1.1.2 “Verizon OSS Services” means access to Verizon Operations Support Systems functions. The term “Verizon OSS Services” includes, but is not limited to: (a) Verizon’s provision of RNK Usage Information to RNK pursuant to Section 1.3 below; and, (b) “Verizon OSS Information”, as defined in Section 1.1.4 below.

1.1.3 “Verizon OSS Facilities” means any gateways, interfaces, databases, facilities, equipment, software, or systems, used by Verizon to provide Verizon OSS Services to RNK.

1.1.4 “Verizon OSS Information” means any information accessed by, or disclosed or provided to, RNK through or as a part of Verizon OSS Services. The term “Verizon OSS Information” includes, but is not limited to: (a) any Customer Information related to a Verizon Customer or a RNK Customer accessed by, or disclosed or provided to, RNK through or as a part of Verizon OSS Services; and, (b) any RNK Usage Information (as defined in Section 1.1.6 below) accessed by, or disclosed or provided to, RNK.

1.1.5 “Verizon Retail Telecommunications Service” means any Telecommunications Service that Verizon provides at retail to subscribers that are not Telecommunications Carriers. The term “Verizon Retail Telecommunications Service” does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon.

1.1.6 “RNK Usage Information” means the usage information for a Verizon Retail Telecommunications Service purchased by RNK under this Agreement that Verizon would record if Verizon were furnishing such Verizon Retail Telecommunications Service to a Verizon end-user retail Customer.

1.1.7 “Customer Information” means CPNI of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.2 Verizon OSS Services

1.2.1 Upon request by RNK, Verizon shall provide to RNK, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), Verizon OSS Services.

1.2.2 Subject to the requirements of Applicable Law, Verizon Operations Support Systems, Verizon Operations Support Systems functions, Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services that will be offered by Verizon, shall be as determined by Verizon. Subject to the requirements of Applicable Law, Verizon shall have the right to change Verizon Operations Support Systems, Verizon Operations Support Systems functions,

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Verizon OSS Facilities, Verizon OSS Information, and the Verizon OSS Services, from time-to-time, without the consent of RNK.

1.3 RNK Usage Information

1.3.1 Upon request by RNK, Verizon shall provide to RNK, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), RNK Usage Information.

1.3.2 RNK Usage Information will be available to RNK through the following:

- (a) Daily Usage File on Data Tape.
- (b) Daily Usage File through Network Data Mover (“NDM”).
- (c) Daily Usage File through Centralized Message Distribution System (“CMDS”).

1.3.3.1 RNK Usage Information will be provided in a Bellcore Exchange Message Interface (“EMI”) format.

1.3.3.2 Daily Usage File Data Tapes provided pursuant to Section 1.3.2(a) above will be issued each day, Monday through Friday, except holidays observed by Verizon.

1.3.4 Except as stated in this Section 1.3, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, RNK Usage Information will be provided to RNK shall be determined by Verizon, pursuant to Section 251(c)(3) of the Act.

1.4 Access to and Use of Verizon OSS Facilities

1.4.1 Verizon OSS Facilities may be accessed and used by RNK only to the extent necessary for RNK’s access to and use of Verizon OSS Services pursuant to the Agreement.

1.4.2 Verizon OSS Facilities may be accessed and used by RNK only to provide Telecommunications Services to RNK Customers.

1.4.3 RNK shall restrict access to and use of Verizon OSS Facilities to RNK. This Exhibit C does not grant to RNK any right or license to grant sublicenses to other persons, or permission to other persons (except RNK’s employees, agents and contractors, in accordance with Section 1.4.7 below), to access or use Verizon OSS Facilities.

1.4.4 RNK shall not (a) alter, modify or damage the Verizon OSS Facilities (including, but not limited to, Verizon software), (b) copy, remove, derive, reverse engineer, or decompile, software from the Verizon OSS Facilities, or (c) obtain access through Verizon OSS Facilities to Verizon databases, facilities, equipment, software, or systems, which are not offered for RNK’s use under this Exhibit C.

1.4.5 RNK shall comply with all practices and procedures established by Verizon for access to and use of Verizon OSS Facilities (including, but not limited to, Verizon practices and procedures with regard to security and use of access and user identification codes).

1.4.6 All practices and procedures for access to and use of Verizon OSS Facilities, and all access and user identification codes for Verizon OSS Facilities: (a) shall remain the property of Verizon; (b) shall be used by RNK only in connection with RNK’s use of Verizon OSS Facilities permitted by this Exhibit C; (c) shall be treated by RNK as Confidential Information of Verizon pursuant to Section 28.4 of the Agreement; and, (d) shall be destroyed or returned by RNK to Verizon

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promptly upon the earlier of a reasonable request by Verizon or the expiration or termination of the Agreement.

1.4.7 RNK's employees, agents and contractors may access and use Verizon OSS Facilities only to the extent necessary for RNK's access to and use of the Verizon OSS Facilities permitted by this Agreement. Any access to or use of Verizon OSS Facilities by RNK's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 28.4 thereof and Sections 1.5.6 and 1.5.3.3 of this Exhibit C.

1.5 Verizon OSS Information

1.5.1 Subject to the provisions of this Exhibit C and Applicable Law, Verizon grants to RNK a non-exclusive license to use Verizon OSS Information.

1.5.2 All Verizon OSS Information shall at all times remain the property of Verizon. Except as expressly stated in this Exhibit C, RNK shall acquire no rights in or to any Verizon OSS Information.

1.5.3.1 The provisions of this Section 1.5.3 shall apply to all Verizon OSS Information, except (a) RNK Usage Information, (b) CPNI of RNK, and (c) CPNI of a Verizon Customer or a RNK Customer, to the extent the Customer has authorized RNK to use the Customer Information.

1.5.3.2 Verizon OSS Information may be accessed and used by RNK only to provide Telecommunications Services to RNK Customers.

1.5.3.3 RNK shall treat Verizon OSS Information that is designated by Verizon, through written or electronic notice (including, but not limited to, through the Verizon OSS Services), as "Confidential" or "Proprietary" as Confidential Information of Verizon pursuant to Section 28.4 of the Agreement.

1.5.3.4 Except as expressly stated in this Exhibit C, this Agreement does not grant to RNK any right or license to grant sublicenses to other persons, or permission to other persons (except RNK's employees, agents or contractors, in accordance with Section 1.5.3.5 below, to access, use or disclose Verizon OSS Information.

1.5.3.5 RNK's employees, agents and contractors may access, use and disclose Verizon OSS Information only to the extent necessary for RNK's access to, and use and disclosure of, Verizon OSS Information permitted by this Exhibit C. Any access to, or use or disclosure of, Verizon OSS Information by RNK's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 28.4 of the Agreement and Section 1.5.3.3 above.

1.5.3.6 RNK's license to use Verizon OSS Information shall expire upon the earliest of: (a) the time when the Verizon OSS Information is no longer needed by RNK to provide Telecommunications Services to RNK Customers; (b) termination of the license in accordance with this Exhibit C; or (c) expiration or termination of the Agreement.

1.5.3.7 All Verizon OSS Information received by RNK shall be destroyed or returned by RNK to Verizon, promptly after expiration, suspension or termination of the license to use such Verizon OSS Information.

1.5.4 Unless sooner terminated or suspended in accordance with the Agreement or this Exhibit C (including, but not limited to, Section 22.3 of the Agreement and Section 1.6.1 below), RNK's

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access to Verizon OSS Information through Verizon OSS Services shall terminate upon the expiration or termination of the Agreement.

1.5.5.1 Without in any way limiting Section 18.3 of the Agreement, Verizon shall have the right (but not the obligation) to audit RNK to ascertain whether RNK is complying with the requirements of Applicable Law and this Agreement with regard to RNK's access to, and use and disclosure of, Verizon OSS Information.

1.5.5.2 Without in any way limiting any other rights Verizon may have under the Agreement or Applicable Law, Verizon shall have the right (but not the obligation) to monitor RNK's access to and use of Verizon OSS Information which is made available by Verizon to RNK pursuant to this Agreement, to ascertain whether RNK is complying with the requirements of Applicable Law and this Agreement, with regard to RNK's access to, and use and disclosure of, such Verizon OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor RNK's access to and use of Verizon OSS Information which is made available by Verizon to RNK through Verizon OSS Facilities.

1.5.5.3 Information obtained by Verizon pursuant to this Section 1.5.5 shall be treated by Verizon as Confidential Information of RNK pursuant to Section 28.4 of the Agreement; provided that, Verizon shall have the right (but not the obligation) to use and disclose information obtained by Verizon pursuant to this Section 1.5.5 to enforce Verizon's rights under the Agreement or Applicable Law.

1.5.6 RNK acknowledges that the Verizon OSS Information, by its nature, is updated and corrected on a continuous basis by Verizon, and therefore that Verizon OSS Information is subject to change from time to time.

1.6 Liabilities and Remedies

1.6.1 Any breach by RNK, or RNK's employees, agents or contractors, of the provisions of Sections 1.4 or 1.5 above shall be deemed a material breach of the Agreement. In addition, if RNK or an employee, agent or contractor of RNK at any time breaches a provision of Sections 1.4 or 1.5 above and such breach continues for more than ten (10) days after written notice thereof from Verizon, then, except as otherwise required by Applicable Law, Verizon shall have the right, upon notice to RNK, to suspend the license to use Verizon OSS Information granted by Section 1.5.1 above and/or the provision of Verizon OSS Services, in whole or in part.

1.6.2 Verizon believes that it would be irreparably injured by a breach of Sections 1.4 or 1.5 above by RNK or the employees, agents or contractors of RNK, and that Verizon shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

1.7 Relation to Applicable Law

The provisions of Sections 1.4, 1.5 and 1.6 above shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by Verizon of any right with regard to protection of the confidentiality of the information of Verizon or Verizon Customers provided by Applicable Law.

1.8 Cooperation

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RNK, at RNK's expense, shall reasonably cooperate with Verizon in using Verizon OSS Services. Such cooperation shall include, but not be limited to, the following:

1.8.1 Upon request by Verizon, RNK shall by no later than the fifteenth (15th) day of each calendar month submit to Verizon reasonable, good faith estimates by Network Market Center (NMC) of the volume of each Verizon Retail Telecommunications Service for which RNK anticipates submitting orders. In the event that RNK becomes aware of spikes in demand above its forecast as provided to Verizon RNK will notify Verizon in accordance with Section 28.10 of the Agreement and submit an update within forty-eight (48) hours

1.8.2 Upon request by Verizon, RNK shall submit to Verizon reasonable, good faith estimates of other types of transactions or use of Verizon OSS Services that RNK anticipates.

1.8.3 RNK shall reasonably cooperate with Verizon in submitting orders for Verizon Retail Telecommunications Services and otherwise using the Verizon OSS Services, in order to avoid exceeding the capacity or capabilities of such Verizon OSS Services.

1.8.4 RNK shall participate in cooperative testing of Verizon OSS Services and shall provide assistance to Verizon in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in Verizon OSS Services.

1.9 Verizon Access to Information Related to RNK Customers

1.9.1 Verizon shall have the right to access, use and disclose information related to RNK Customers that is in Verizon's possession (including, but not limited to, in Verizon OSS Facilities) to the extent such access, use and/or disclosure has been authorized by the RNK Customer in the manner required by Applicable Law.

1.9.2 Upon request by Verizon, RNK shall negotiate in good faith and enter into a contract with Verizon, pursuant to which Verizon may obtain access to RNK's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit Verizon to obtain information related to RNK Customers (as authorized by the applicable RNK Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

2. RATES AND CHARGES

The prices for the foregoing services shall be as set forth in Verizon's Tariff, or in the absence of an applicable Verizon Tariff price, in Exhibit A or, if not set forth in either, as may be determined by Verizon from time to time. If Verizon at any time offers another resale support service the prices for which are not stated in Verizon's Tariffs or Exhibit A, Verizon shall have the right to revise Exhibit A to add such prices.